

SAKSHAM

State Society for Ultra Poor & Social Welfare (SSUPSW)

Deptt. of Social Welfare, Govt. of Bihar

2nd Floor, Apna Ghar, Behind Lalit Bhawan, Bailey Road, Patna – 800023, BiharWebsite: www.ssupsbw.in, Tel: +91-612-2546510/11,Email: ssupsbw@gmail.com

REQUEST FOR PROPOSALS

for

FINANCIAL MANAGEMENT AND TECHNICAL SUPPORT CONSULTANT

Date of Issue : 23/08/2023

Deadline for Submission : 22/09/2023

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Notice for Financial Management and Technical Consultancy Service

NOTICE FOR ENGAGEMENT OF FIRM OF CHARTERED ACCOUNTANT FOR PROVIDING FINANCIAL MANAGEMENT AND TECHNICAL CONSULTANCY SERVICES TO STATE SOCIETY FOR ULTRA POOR & SOCIAL WELFARE, BIHAR, PATNA.

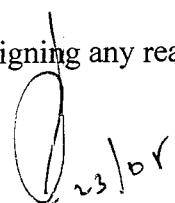
State Society for Ultra Poor and Social Welfare (SSUPSW) working to protect and promote the rights of women, children, older persons, persons with disabilities (PwDs), ultra poor and beggars by ensuring their care, protection, development, socio-economic and cultural empowerment through enabling policies and programmes.

SSUPSW requires the services of Chartered Accountant Firm to provide Financial Management and Technical Consultancy.

1.	Downloading of Document from website www.ssupsyw.in	Uptill 21/09/2023
2.	Pre-proposal Meeting	07/09/2023, 11.00 AM
3.	Last date of submission of proposal	22/09/2023, 03.00 PM
4.	Opening of proposal	22/09/2023, 03.30 PM

Important information:

1. The contract will be for a period of two years which may be extended up to a period of another one year on satisfactory performance and need for SSUPSW.
2. Detailed TOR is available on www.ssupsyw.in.
3. The Technical & Financial Proposal should be sealed in two separate envelopes by mentioning the words "Technical Proposal"/ "Financial Proposal" on the respective covers specifically. These two envelopes should be contained in a single sealed envelope superscribed as "RFP for Engagement of Firm of Chartered Accountant for providing Financial Management & Technical Consultancy Services" and should be submitted through Post/Courier/ by Hand latest by 22/09/2023 till 3.00 PM to State Society for Ultra Poor & Social Welfare, 2nd Floor, Apna Ghar, Behind Lalit Bhawan, Baily Road, Patna, Bihar – 800 023.
4. SSUPSW, Patna reserves the right to cancel the said advertisement without assigning any reason.
5. All legal disputes are subject to the jurisdiction of the Patna, Bihar only.



(Prashanth Kumar CH, IAS)
Chief Executive Officer

DISCLAIMER

This Request for Proposal (RFP) is issued by State Society for Ultra poor & Social Welfare (SSUPSW) "SAKSHAM", a society promoted by Department of the Social Welfare, Government of Bihar, an organization constituted by Government of Bihar. The intent of this RFP is to solicit proposals from firms (bidders) who are interested for appointment as Financial Management and Technical Consultant of SSUPSW, Patna, Bihar in linewith the terms and conditions described in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by the SSUPSW, to the prospective bidders or any other person. The issue of this RFP does not imply that the SSUPSW is bound to select a bidder or to appoint the preferred bidder, as the case may be, for the Project.

Whilst the information in RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. It does not and does not purport to, contain all the information that a recipient may require. The information contained in this RFP is selective and the SSUPSW may in its discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Neither the SSUPSW nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed proposal, or makes any representation or warranty, express or implied, with respect to the Information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned. and liability therefore is hereby expressly disclaimed. Neither the SSUPSW nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent.

Information provided in this RFP to the bidders(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SSUPSW accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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Sd/-
(Prashanth Kumar CH, IAS)
Chief Executive Officer

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1. Introduction

(i) State Society for Ultra poor & Social Welfare (SSUPSW) "SAKSHAM" is a society promoted by Department of the Social Welfare, Government of Bihar is mandated for implementing various schemes and registered under Societies Registration Act 1860. The General Body (GB) headed by Development Commissioner of Govt. of Bihar, is the apex body of the society for the policy decisions. Secretary, Department of Social Welfare is the Chairperson of its Executive Committee. The Society stands to provide technical support to its parent department as well as to implement government and externally aided development programs.

(ii) Presently Society is undertaking following major projects/schemes:

- A. **Bihar Integrated Social Protection Strengthening (BISPS):** BISPS aims to strengthen institutional capacity of the Department project of Social Welfare to deliver social protection programs and services and expand the outreach of social care services for poor and vulnerable households, persons with disabilities, older persons and widows in the state of Bihar. In doing so, the project would ensure that the programs reach the intended target groups and improve the efficiency of public spending on social protection. It includes creation/renovation of the basic infrastructure for smooth services in all 101 sub-divisional level Buniyad Centres. SSUPSW is one of the implementing agencies for the project.
- B. **Mukhyamantri Bhikshavriti Nivarana Yojna (MBNY)** to protect and promote the rights of beggars by ensuring their care, protection, development, socio-economic and cultural empowerment through enabling policies and programmes. MBNY is a Bihar State Govt. scheme.
- C. **Kabir Antyshthi Anudan Yojana (KAAY):** to provide one time grant to BPL families to undertake last rites (funeral rituals) in case of death of a family member. KAAY is a Bihar State Govt. scheme.
- D. **Social Security Pension (SSP) Schemes:** There are six pension schemes (central and state funded) being implemented in Bihar to provide social security to older persons, widows and persons with disability.

Apart from the above mentioned schemes/project, certain other social security schemes/projects are being implemented by SSUPSW under overall supervision and guideline of Department of Social Welfare, Government of Bihar. Compliance with specific fiduciary requirements of the state government is mandatory for SSUPSW.

(iii) SSUPSW intending to appoint Financial Management and Technical Support Consultant to support the SSUPSW in Financial Management, Accounting, Financial Reporting and Utilization Certificate (UC) management, Procurement and other Technical matters, day to day transactions, Reconciliation and any other work related to accounting of the SSUPSW. The need arises to provide support/assist the SSUPSW in discharging its responsibilities relating to Financial Management including Operations, Accounting, Financial reporting, UC management, Procurement and other Technical support services. As part of the Financial Management System, the FMTSC would assist the SSUPSW to ensure that Financial Management, Accounting, Procurement & UC Management are properly undertaken and fiduciary aspects of the project are properly handled.

The SSUPSW is looking for a firm of Chartered Accountant for engagement as Financial Management and Technical Consultant for SSUPSW as detailed in the Scope of Work. Interested

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firms of Chartered Accountant may submit their proposal.

2. Scope of work

1 Objective of Consultancy assignment

The objective of the FMTSC assignment is to strengthen the Financial Management including Operations, Accounting, Preparation of Budget, Financial reporting, UC management, Procurement and other Technical supports services to SSUPSW and ensure Accounting and Internal Control System.

FMTSC will help management in conducting different levels of financial monitoring and control, identifying critical deviations, smooth functioning of financial activities, procurement activities and also support the SSUPSW in various activities related to UC Management

2 Scope of Support and detailed tasks

(A) The scope of support and detailed tasks will be as follows:

- i. Ensure high standard of accounting and financial management system in the SSUPSW within the organization and facilitate computerized accounting system through 'Tally Package/ERP package' of accounting wherever applicable.
- ii. To assist SFO/FMS in the consolidation of financial report, rectifying and suggesting preventive majors for financial, accounting and statutory compliances related issues/problems of the districts.
- iii. To ensure proper monitoring and supervision for timely completion of statutory/internal audit and ensuring compliance/settlement of audit observation.
- iv. To assist for verifying fund disbursement and also analyzing the budget variance on quarterly basis.
- v. To provide all secretarial assistance to Finance/Account team, and Procurement.
- vi. To suggest for technical, commercial & legal aspects of procurement in Govt. funded organization.
- vii. To assist overall accounts of 101 Buniyad Centre of all funds received and disbursed at institutional level on periodic basis.
- viii. To assist for Collection of Expenditure Report & UCs from Buniyad Centres, consolidation and preparation of consolidated Expenditure report/ UCs.
- ix. To assist for preparation, compilation of BID/EoI/RFP documents and evaluation in relation to tendering/bidding activities, tender questionnaire, pre-qualification and contract review.
- x. To assist Procurement Specialist for procurement through GeM portal.
- xi. Preparation and finalizations of Accounts and timely preparation of Financial Statements and Financial Performance Indicators in accordance with applicable accounting standards issued by the Institute of Chartered Accountants of India (ICAI) and guidelines as well as the regulation of State Government or the Funding Organization.
- xii. Design, standardization, implementation and monitoring of Accounting System and practices to ensure compliance with the generally accepted practices/principles as well as requirement of the relevant Act/Income Tax Act/Accounting Standard, directives of Reserve Bank of India and other relevant enactments and notifications.

- xiii. Support in the accounting process as per statutory requirement including Income tax, GST and filing of return of the same on a monthly basis with the issuance of the certificate to concerned authority/parties.
- xiv. Filing of Income Tax Returns within due date.
- xv. Preparation of TDS Statement for timely payment of TDS and filing of prescribed Returns. The TDS certificate to the concerned parties shall also be generated by stipulated dates;
- xvi. Reviewing Accounting & Financial Management Systems and suggest modifications/Improvement measures to ensure compliance with its policies, plans, procedures, law and regulations.
- xvii. Support for Preparation and maintenance of Cash and Bank Books
- xviii. Support for Data entry of vouchers in latest version of Tally/Equivalent Accounting Software.
- xix. Provide training and support related to Financial Management and Accounting at all level.
- xx. Assist in proper accounting and record keeping of TDS, EPF and ESI as per its regulation and submission of reports, deposits on monthly basis.
- xxi. Assist in preparation of Bank Reconciliation Statement at all levels and reconcile it as per fund released and conducting periodical Reconciliation Procedures and any other work related to accounting of the SSUPSW.
- xxii. Assist in Verification of Assets, Stock, and its Reconciliation at all levels.
- xxiii. Verification of Bills and supporting Vouchers for its correctness as regards head of Accounts, period, type etc.
- xxiv. Preparation of MIS Report such as Budget Utilization Report and other necessary reports as per SSUPSW's requirement.
- xxv. Assist in preparation of Utilization Certificate (UC) of scheme;
- xxvi. Maintenance of Statutory Books of Account, Fixed Assets Register and records.
- xxvii. Manage Funds and ensure timely release of funds/deposit of statutory liabilities .
- xxviii. Ensure maintenance of proper accounting practices as per the regulation of State Government as well as Accounting Standard applicable in India;
- xxix. Providing advisory services under various statutes, as may be required by the SSUPSW from time to time;
- xxx. Preparation and finalization of Accounts of the SSUPSW;
- xxxi. Preparation of GST Tax Statement and assist the SSUPSW for timely payment of GST after taking into account the available input Credit. The GST Returns shall also be filed within the stipulated date;
- xxxii. Ledger book(s) of accounts shall be maintained and updated as per the requirements;
- xxxiii. Assisting in furnishing the reply to all queries of Concurrent/Internal Audit, AG/CAG Audit, Statutory Audit, Income Tax etc.;

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- xxxiv. Maintenance of Asset Registers in prescribed format, all additions and deletions in Assets should be properly recorded, depreciation to be provided as per the provisions of applicable statutes;
- xxxv. All accounting transactions shall be maintained in tally software/any other software and report shall be generated on periodical intervals, month-wise, year wise etc. and proper back-up of the records shall be maintained;
- xxxvi. Preparation of Bank Reconciliation Statement and to ensure that Bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries;
- xxxvii. Time-to-time Monitoring & support to Buniyad Centres as per instruction of SSUPSW for which TA/DA shall be re-imbursed by SSUPSW as rule of TA/DA Rule of SSUPSW.
- xxxviii. Any other work entrusted by the CEO, SSUPSW, Patna or Officer authorised by him related to the financial transactions of SSUPSW.

(B) Role of Consultant (FMTSC)

The role is to assist in carrying out the Financial Management, Accounting, Procurement, MIS and other related activities smoothly.

(C) Period of Assignment

The contract will be for a period of two years which may be extended up to a period of another one year on same terms, conditions and rates of the original contract on mutual consent, if the performance/ service is found satisfactory at the discretion of the SSUPSW.

The SSUPSW reserves the right to discontinue the services of Chartered Accountant Firm in the event their services are evaluated as unsatisfactory at anytime during the period of contract.

(D) Deliverables

The selected bidder's firm should have to submit deliverables in hard/soft copy on monthly basis; as desired by CEO, SSUPSW or Officer authorised by him.

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3.1 Pre-Qualification/Firm's Eligibility Criteria

Sr. No.	Criteria	Document to be submitted
1	The firm should have been registered with the Institute of Chartered Accountants of India and empanelled with Comptroller and Auditor General of India continuously in India for the last 10 years as on 30/06/2023.	Proof of registration with the ICAI as on 30/06/2023 and C&AG together with details of partners and full-time employees issued by ICAI.
2	Firm should have minimum 4 Partners (at least 2 FCA) and at least 5 full time employees as on 30/06/2023.	Details of respective partner employees.
3	Firm should have at least 10 years of relevant experience of Financial Management and Accounting of at least 03 (three) Central /State level Govt. Departments or PSUs (<i>Experiences as Statutory Audit/ Concurrent Auditor/ Internal Audit only will not be counted</i>)	Provide brief details and a Declaration signed by the Principal Officer of the firm and Appointment letter/ Client; letter issued by the PSUs/ Government Department.
4	The firm should have Head Office in Bihar for at least 5 years.	Details to be provided for office in Bihar along with Self Declaration letter for the same.
5	The firm should not have been Blacklisted/banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities/PSU and should not have any disciplinary proceedings pending against the firm with any Govt. Authority as on Bid submission date.	Undertaking by the firm in format as per Annexure-V.

Sr. No.	Criteria	Document to be submitted
6	The firm should have average annual turnover of at least 01 (One) crore during last three financial year (FY 2019- 2020, 2020-21 and 2021-22) and should not have negative net worth.	Copy of Audited Financial Statement of last three financial years ending on 2019- 2020, 2020-21 and 2021-22.
7	The firms should be registered with Tax Authorities.	Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.
8	The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 75,000/- (Refundable).	<i>Bank Draft</i>

Note:- Technical Proposal of only bidders will be evaluated who qualify in Pre-Qualification criteria.

3.2 General Instruction of Bidding Process

The Invitation for bids is open to all Firms who fulfill Pre-Qualification Criteria as specified in the RFP.

Consortium/ Joint venture is not allowed.

Any specific firm can submit only one bid and a single company submitting more than one bid shall be disqualified and liable to be disqualified.

The quoted Service charges should be in the light of resolution No.M-4-06/2023/2988/V₀ Dated 23rd March 2023 of Finance Department, Bihar (Attached as Annexure-XV).

Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.

CEO, SSUPSW reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds. The proposals will be evaluated based on the information provided by the CA Firms and the evaluation criteria detailed in RFP Document.

Terms and conditions of tendering process is mandatory to all the bidders.

In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4. Procedures for submission of Bids

- i. The Bid prepared by the firms, as well as all correspondence and documents relating to the Bid exchanged by the firm and the SSUPSW shall be written in English language;
- ii. Please visit website www.ssupswh.in for full details.
- iii. Complete sets of bidding documents will be available for free download, by interested bidders, from the website www.ssupswh.in
- iv. It will be in the interest of the bidders to familiarize themselves to ensure smooth preparation and submission of the tender documents.
- v. The Bidders are advised to submit the Bids well in advance of the deadline as SSUPSW will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems.
- vi. Firms are required to submit bids in two parts:
 - (a) Technical Bid; and
 - (b) Financial Bid.
- vii. The firm shall submit a signed and complete Bid comprising the documents and forms. The submission will be accepted by **Registered/ Speed Post/ Courier/ Representative**. Late proposals will not be considered for evaluation unless the dateline is extended.

An authorized representative of the firm shall sign the Technical Bid and the Financial Bid.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

The signed Bid shall be submitted in original. No additional copy required.

The original and all the copy of the Technical Bid shall be placed inside a sealed envelope superscripted "**TECHNICAL BID**", "**RFP for Financial Management & Technical Support Consultant**", and address of the Agency. The Technical Bid should have the information as required in "**Technical Bid Format**" along with the required documents.

Similarly, the original Financial Bid shall be placed inside a separate sealed envelope clearly marked "**FINANCIAL BID**" followed by "**RFP for Financial Management & Technical Support Consultant**", and address of the Agency. The Financial Bid should have the information as required in "**Financial Bid Format**".

Separate sealed envelopes containing the **EMD, Technical and Financial Bids** shall be placed into one outer envelope and sealed. This outer envelope shall be superscripted "**RFP for Financial Management & Technical Support Consultant**", and submitted to the **Chief Executive Officer, State Society for Ultra Poor & Social Welfare (SSUPSW), 2 nd Floor, Apna Ghar, Behind Lalit Bhawan, Bailey Road, Patna- 800 023** with the name, address and contact of the Agency. However the documents received after due date and time will be summarily rejected.

If the envelopes and packages with the Bid are not sealed and marked as required, the Client will not be responsible for the misplacement, loss, or premature opening of the Bid.

The Bid or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client not later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Bid or its modification

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received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

5. Other details related with submission of Bid documents & Earnest Money Deposit (EMD)

Bidder can download the tender document for free from the portal www.ssupsbw.in. The EMD has to be paid through Bank Draft in favour of State Society for Ultra Poor & Social Welfare payable at Patna from any scheduled commercial bank.

Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support a letter of authorization. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

Validation of Interlineations in Bid

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.

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by SSUPSW will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

Validity of Proposals

- i. Proposals shall remain valid for a period of bid validity as mentioned above. A Proposal valid for shorter period may be rejected as non- responsive.
- ii. SSUPSW may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- iii. Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

Clarification

- i. A prospective vendor requiring any clarification of the bidding documents may notify SSUPSW contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders who have received the bidding documents.
- ii. The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It

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is further clarified that SSUPSW shall not entertain any correspondence regarding delay or non-receipt of clarification.

Amendment of Tender Document

At any time prior to the last date / time for receipt of bids, SSUPSW may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, reserves the right to modify the tender document by issuing an amendment. The amendment will be notified at SSUPSW website: www.ssupsweb.in and will be binding on the bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, SSUPSW may, at its discretion, extend the lastdate for receipt of bids.

6. PRE-BID MEETING

- i. All those bidders who have obtained/purchased bid document can participate in pre bid meeting to seek clarification on the bid, if any.
- ii. Not exceeding two employees from each of the bidding firm / company / organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- iii. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- iv. The Bidder is requested, to submit any questions in writing to the email as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. SSUPSW will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (www.ssupsweb.in).
- v. The prospective bidders shall submit their questions **on or before 17th July, 2023 by 10:00 AM**. Any queries submitted beyond the below prescribed format will not be entertained.
- vi. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

7. Bid Evaluation

Submission, Receipt and Opening of Proposals

- a. SSUPSW will open all bids (only Technical Bids at the first instance), in the presence of Bidders or his representatives who choose to attend.
- b. The Bidder's representative who presents shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- c. The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as per SSUPSW, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- d. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- e. The existing Internal/Statutory Auditor (C.A. Firm) of SSUPSW shall not be eligible to participate in this RFP.

Right to Accept or Reject Proposal

SSUPSW reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

Bid Selection Method

The selection method is as per BFR Least Cost Based Selection (LCBS).

8. Financial Bid

The bidder shall indicate prices according to the Performa prescribed in Section of the tender document. The bidders should submit their financial bid in the specified formats only.

The original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

Each Financial Proposal must be sealed and unopened.

No changes would be allowed in the financial bid on account of any changes in local taxes, duties, levies, rate of inflation etc. The total quoted cost for completion of project shall include all applicable taxes, travel charges, out of pocket and other miscellaneous expenses.

9. Financial Bid Evaluation

The Financial bids will be evaluated on the basis of the quotes, quoted in Annexure by technically qualified firms. Selection will be made based on least cost consultancy service provider meeting the eligibility criteria.

Financial Offer shall be submitted for the consolidated fee (excluding GST) to be charged by the firm. No other fee or charges shall be payable to the firm by the SSUPSW.

10. Terms and Conditions:

i. Modifications and withdrawal of bids

No bid can be modified by the firm, subsequent to the closing date and time for submission of bids.

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ii. Clarification of bids

If necessary, the SSUPSW reserves the right to call for revised technical or financial bid from all the eligible firms for providing the Financial Management and Technical Consultancy Services.

iii. Revised bids

If necessary, the SSUPSW reserves the right to call for revised technical or financial bid from all the eligible firms for providing the Financial Management and Technical Consultancy Services.

iv. Contract Period

The contract will be for a period of two years which may be extended up to a period of another one year on same terms, conditions and rates of the original contract on mutual consent, if the performance/ service is found satisfactory at the discretion of the SSUPSW.

v. Earnest Money Deposit (EMD):

- The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) **amounting to Rs. 75,000/- (Refundable)**.
- The EMD of unsuccessful bidder shall be refunded after finalization of award of contract.
- EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The EMD will be forfeited on account of one or more of the following reasons:
 - o Bidder withdraws its Proposal during the validity period.
 - o Bidder does not respond to requests for clarification of its Proposal.
 - o Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - o In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.
 - o In case of misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

No interest shall be payable by the SSUPSW on EMD.

vi. Disqualification

SSUPSW may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Proposal, that is not accompanied by required documentation & EMD.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal;
- Submitted a proposal with price adjustment/ variation provision.

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- The firm should not have been Blacklisted/banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities/PSU and should not have any disciplinary proceedings pending against the firm with any Govt. Authority as on Bid submission date.

vii. Performance Security

- a) The selected consultant shall have to pay "Performance Security" for the amount equivalent to 5% of the total value of Contract in the form of PBG issued from any Scheduled Commercial bank (except cooperative bank) having its branch at Patna in the name of the State Society for Ultra Poor & Social Welfare.
- b) 5% of total value of Contract in form of PBG issued from any Scheduled Commercial Bank should be valid for 90 days beyond the completion of Contractual obligation.
- c) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- d) The PBG shall be released provided there is no breach of contract on the part of the bidders.
- e) No interest will be paid on the PBG.

viii. Deputation of partners/ Member by the selected Firms (*)

The selected firms shall depute following personnel at the office of the SSUPSW, who shall attend the office as per Rules and Regulations of SSUPSW.

- 01 CA (Team Leader) having 10 years of experience;
- 01 CA (Deputy Team Leader) having 5 years of experience
- 01 CA INTER/MBA(Finance)/ICWA (Team Member) having experience of 3 years;

*(*The number of team member can be Increased/Decreased time to time as per need basis on the basis of the manpower cost identified in this bid.)*

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ix. List of key positions, whose CV and experience would be evaluated.

Sl. no	Key position	Minimum Qualification and professional Experience desired	Working Day
1	<p>Financial Management and Technical Support Consultant</p> <p>TEAM LEADER (One)</p> <p>Management Consultancy, Finance, Taxation or Fund Management in similar Projects and Govt. Agencies</p>	<ol style="list-style-type: none"> 1) Chartered accountant having at least 10 years of post-qualification experience in the field of Financial Management & Accounting, Procurement in Commercial Bank/PSUs/ Central /State level Govt. Departments/ Organisation or Undertakings. 2) Experience in UC related matters will be added advantage. 3) Experience in aided project will be an added advantage and with proven track record in leading /anchoring / conducting financial management and technical support consultancy. 4) Must have knowledge of Tally/ERP Accounting packages and/or other accounting software. 	1 Day per week
2.	<p>Financial Management and Technical Support Consultant</p> <p>Deputy Team Leader (One)</p> <p>Management Consultancy, Finance, Taxation in similar Organization or Govt. agencies</p>	<ol style="list-style-type: none"> 1. Chartered Accountant having at least 5 years of post-qualification experience in the field of Financial Management & Accounting, Procurement in Commercial Bank/PSUs/ Central /State level Govt. Departments/ Organisation or Undertakings.. 2. Experience of Working in aided project will be added advantage. 3. Must have knowledge of Tally/ERP Accounting packages and/ or other accounting software. 	Full Month
3.	<p>Assistant to Financial Management and Technical Support Consultant.</p> <p>TEAM MEMBER</p>	<ol style="list-style-type: none"> 1. MBA(Finance)/CA (Inter)/ICWA with 3 years of post-qualification experience in the field of Financial Management & Accounting, Procurement and GeM in Bank/PSUs/ Central /State level Govt. Departments/ Organisation or Undertakings. 	Full Month

	(One)	<ol style="list-style-type: none"> 1) Knowledge of Tally/ERP Accounting Packages and/or other accounting softwares. 2) Experience of working in operations side of Financial Management will be preferred. 	
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Note-

1. Computer, consumables, stationery and sitting arrangement/facility for Consultants to work in SSUPSW office shall be provided by SSUPSW.
2. The office timing, list of Holidays shall be as per SSUPSW's Terms and Conditions.
3. No additional cost will be borne by the SSUPSW and all the team members shall be stationed full time in the SSUPSW Head Office during the entire contract period.
4. Days mean Working Days.
5. The consultants will work full time at SSUPSW, Bihar, Patna office.
6. The biometric attendance of Deputy Team Leader & TEAM MEMBER will be maintained at SSUPSW office.
7. Apart from the normal working day the Team leader/consultants may be called on any other day (Saturday/Sunday/Holiday) in case of urgent works.
8. The CL will be applicable as per HR Policy of SSUPSW.

a. Confidentiality

- i. The information given in this document is confidential and is for use by the firms to whom it has been issued. Each party, i.e. the SSUPSW and the firm, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/Agreement confidential, including the price information.
- ii. The selected Chartered Accountant firm and/or Consultants deployed by them shall have to maintain confidentiality of any Data sheet, Reports, UC, Process/Result of Bids or any other confidential data/matter of SSUPSW, and can not be allowed to share the SSUPSW Data/ Information without prior permission of their reporting officer.
- iii. The data should be kept confidential. Data is the sole property of SSUPSW. Infringement of data or sharing of data will lead to termination of contract. The agency shall be blacklisted and necessary action will be taken under IT Act and INDIAN PENAL CODE.

b. Compliance to Terms and Conditions

It is essential that all the firms should agree to all the terms and conditions mentioned in this document and they should submit one statement to that effect on the letterhead of the firm (as per Annexure-II) along with the technical bid; otherwise, the offer shall be rejected.

c. Applicable law and Jurisdiction of court

This RFP shall be governed in accordance with the Laws of India for the time being in force

and will be subject to the exclusive jurisdiction of Courts at Patna.

d. Payment Terms

All payments shall be subject to deduction of taxes at source (TDS) as per applicable laws and the payment to the selected firm would be made on a **monthly basis**.

Payment to the Agency/Consultant will be on **Monthly Basis** as per monthly attendance of Team Leader/Deputy Team Leader/Team Member engaged (Biometric based for Deputy Team Leader & Team Member) as per the Scope of the Work.

e. Indemnity

The firm shall indemnify, protect and save the SSUPSW and hold the SSUPSW harmless from and against all claims, losses, costs, damages; expenses relating to or resulting directly or indirectly from an act or omission of the authorized representatives, its agents, or partners etc. in the performance of the services provided by the firm.

f. Fraud and Corrupt Practices

SSUPSW requires that firm selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, SSUPSW, BIHAR defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of SSUPSW or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to SSUPSW and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive SSUPSW of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the SSUPSW.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by SSUPSW to have been and engaged in corrupt, fraudulent or unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

g. Termination of Agreement

The agreement with the selected firm may be terminated at the discretion of the SSUPSW on account of following or without assigning any reason;

- a. On refusal to take up the allotted assignment;
- b. If the firms fail to provide the consultants within 15 days of signing of Agreement;

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- c. If the firm stands dissolved;
- d. On not abiding by the terms and conditions stipulated in the agreement with the firm;
- e. If the performance of the firm is not found satisfactory;
- f. Any other reason at the discretion of the SSUPSW.

The SSUPSW will reserve the right to terminate the contract/ cancel the contract with one month's notice after giving a reasonable opportunity to the firm for improvement in the services.

h. Disciplinary action for professional misconduct

The selected firm should be subject to disciplinary rule: as enumerated in the Chartered Accountant Act, 1949 or other such regulation relevant for the organization.

i. Force Majeure

Notwithstanding anything contained in the RFP, the firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the consulting firm/company and not involving the consulting firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the SSUPSW Bihar regarding Force Majeure shall be final and binding on the firm/company. If a Force Majeure situation arises, the firm/company shall promptly notify to the SSUPSW in writing, of such conditions and the cause thereof. Unless otherwise directed by SSUPSW in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

j. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

i. Amicable Settlement: -

Performance of the Contract is governed by the terms the conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause shall become applicable.

ii. Resolution of Disputes: -

Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of

the other party's request may be taken up by either party for settlement in accordance with the Applicable Law of Bihar Arbitration Tribunal Act.

All Arbitration proceedings shall be held at Patna, Bihar State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

k. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of the Patna, Bihar only.

l. Price freezing

The price finalized shall remain valid for a period of 36 months from the date of signing of the Agreement. The contract can be further extended on terms and conditions mutually agreed between the SSUPSW and the Bidder.

m. Exit Option

SSUPSW reserves the right to cancel the contract in the event of happening one or more of the following events:

- i. Delays in delivery of service as specified in the scope of the Work,
- ii. Serious discrepancy in delivery of services or the performance levels, agreed upon, which have an impact on the functioning of the Project
- iii. In addition to the cancellation of contract, SSUPSW reserves the right to appropriate penalties and liquidated damages.

n. Removal and/or Replacement of Personnel

- a. Once approved by the SSUPSW no changes shall be made in the Key Personnel.
- b. If, for any reason beyond the reasonable control of the Consultants or based on unsatisfactory performance of Team Leader or Deputy Team Leader or any Team Member, it becomes necessary to replace any of the key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications and selected Consultant will be bound to take this effect within a week from the communication of SSUPSW.
- c. If the SSUPSW (i) finds that any of the key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the key Personnel, then the Consultants shall, at the SSUPSW's written request specifying the grounds therefore, forthwith provide as a replacement of the person with qualifications and experience acceptable to the SSUPSW. Any such replacement shall be at risk & cost of the consultant.

o. PENALTY CLAUSES

Penalty provisions in case of delay in submission of reports or any other non performance reported or continue absent of consultant:

Sl. No.	Period of Delay	Penalty for delay in submission of reports or any other non performance reported	Penalty for continue absent of consultant
1	10 Days from	2.5% of monthly Fees	In case of absence of a staff for more than 7

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	the Due Date		
2	Beyond 10 Days from the Due Date	5% of monthly Fees	consecutive days or the staff resigns/leaves the job, the C.A.Firm must inform SSUPSW immediately, failing which a penalty of Rs. 500 per person per day (maximum upto Rs.10,000/- per month) will be deducted from the bill.

CEO, SSUPSW reserves the right to reduce or waive the penalty imposed due to late submission of report or any other non-performance reported with a reasonable cause.



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Annexure-I
Firm Response Cover Letter
(To be submitted on letterhead)

To

CEO,
State Society for Ultra Poor & Social Welfare (SSUPSW)
Dept. of Social Welfare, Govt. of Bihar
2nd Floor, Apna Ghar, Behind Lalit Bhawan,
Bailey Road, Patna – 800023, Bihar

Sir.

1. Having examined the Scope Documents including all Annexures, the under signed offers to provide services for the scope of work mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your company in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope.
3. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the work is allocated to us, we will strictly observe the laws against fraud and corruption for the time being in force in India.
5. We certify that we have provided all the information requested by the Corporation. We also understand that the Corporation has the exclusive right to reject this bid in case the Corporation is of the opinion that the required information is not provided.

Yours faithfully Authorized Signatory

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Annexure-II

Firm's Details

To
 CEO,
 State Society for Ultra Poor & Social Welfare (SSUPSW)
 Deptt. of Social Welfare, Govt. of Bihar
 2nd Floor, Apna Ghar, Behind Lalit Bhawan,
 Bailey Road, Patna – 800023, Bihar

S. No.	Required Details	Response
General Details		
1	Name of the Firm	
2	Complete Postal Address of the Firm	
3	Telephone, Email Id	
4	Website address (if any)	
5	Details of ownership/Constitution	
6	Date of Incorporation of the Firm	
7	Firm Registration No. with ICAI	
8	CAG Empanelment No.	
9	GST Registration No.	
10	Income Tax PAN	
Financial Information		
1	Average Annual Turnover of last three financial years	
2	Net Worth	
Bank Details		
1	Bank Name	
2	Branch Address	
3	Account Number	
4	IFSC Code	
Others		
1	Details of major assignments	
2	Any other information considered relevant by the firm	

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Particulars of Partners of the Firm

Sr. No.	Name of the Partner	Partner since	Name of the other firms with which associated	Area of specialization	Membership No. of the Partner with ICAI
1					
2					
3					
4					
5					

Particulars of full time employees of the Firm

Sr. No.	Name of the Employee	Joining Date	Name of other firms with which associated	Area of specialization	Membership No. with ICAI(if any)
1					
2					
3					
4					
5					

Particulars of engagement with Govt. Department/PSU(s)/SSU(s) Particulars of engagement in PSUs/ SSUs or in any Government Organization as on 30th June, 2023 as Financial Management and Technical Consultant:

Sr.No.	Name of the PSU/Govt. Undertaking	Brief Details of scope of work	Name of person in-charge from client side with Contact No.	Period Membership No. of the Partner with ICAI	
				From	To
1					
2					

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3						
4						
5						

*ICAI - Institute of Chartered Accountants of India

Declaration:

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

Authorized Signatory

Designation

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Annexure-III Eligibility Criteria Compliance

Sr. No.	Criteria	Document to be submitted	Eligibility (Yes/No)
1	The firm should have been registered with the Institute of Chartered Accountants of India and empanelled with Comptroller and Auditor General of India continuously in India for the last 10 years as on 30/06/2023.	Proof of registration with the ICAI as on 30/06/2023 and C&AG together with details of partners and full-time employees issued by ICAI.	
2	Firm should have minimum 4 partners (at least 2 FCA) and at least 5 full time employees as on 30/06/2023.	Details of respective partner employees.	
3	Firm should have at least 10 years of relevant experience of Financial Management and Accounting of at least 03 (three) Central /State level Govt. Departments or PSUs (Experiences as Statutory Audit/ Concurrent Auditor/Internal Audit only will not be counted)	Provide brief details and a Declaration signed by the Principal Officer of the firm and Appointment letter/ Client letter issued by the PSUs/ Government Department.	
4	The firm should have Head Office in Bihar at least for 5 years	Details to be provided for office in Bihar along with Self Declaration letter for the same.	
5	The firm should not have been Blacklisted/ banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities / PSU and should not have any disciplinary proceedings pending against the firm with any Govt. Authority as on Bid submission date.	Undertaking by the firm in format as per Annexure- V.	
6	The firm should have average annual turnover of at least 01(One) Crore during last three financial year (FY 2019-2020, 2020-21 and 2021-22) and should not have negative net worth.	Copy of Audited Financial Statement of last three financial years ending on 2019-2020, 2020-21 and 2021-22	
7	The firms should be registered with Tax Authorities.	Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.	
8	The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 75,000/- (Refundable).	<i>Bank Draft</i>	

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Annexure IV – Technical Evaluation

The following Marking criteria will be adopted during Technical Evaluation:
(Qualifying Marks would be 70 marks)

Sl. No.	Criteria	Marking	Maximum Marks
A	Experience of Firm in Financial Management & Accounting -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -5 Marks for each Financial Management & Accounting Project/Assignment	4 Projects x 5 marks	20 marks
B	Head Office in Bihar		10 marks
	5-7 years	7 marks	
	Above 7 years	10 marks	
C	No. of Partners		10 marks
	4-6 Partners	7 marks	
	Above 6 Partners	10 marks	
D	Annual Average Turnover of the Company/ Firm (3 years)		10 marks
	1- 1.50 Crore	7 marks	
	1.51 – 2.00 Crore	8.5 marks	
	Above 2.00 Crore	10 marks	
E	Years of Experience of Company/Firm		10 marks
	10-15 years	7 marks	
	16-20 years	8.5 marks	
	Above 20 years	10 marks	
F	Team Leader: Leadership Experience (Must work as Team Leader in the similar Assignment) -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -2 Marks for each Financial Management & Accounting Project/Assignment	5 Projects x2 marks	10 marks
G	Deputy Team Leader: (Must work as Deputy Team Leader or Team Leader in the similar Assignment) -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -5 Marks for each Financial Management & Accounting Project/Assignment	4 Projects x5 marks	20 marks
H	Team Member: Qualification – 4 Marks, Experience- 6 Marks	4 Marks	10 Marks
	Qualification	6 Marks	
	Experience 2 Marks for each Financial Management & Accounting Project/Assignment	(3 Projects x 2Marks)	
TOTAL			100 marks

- **Valid Supporting Documents are to be attached for each marking criteria.**
- **Experiences as Statutory Auditor/Concurrent Auditor/Internal Auditor only will not be counted.**

The minimum qualifying scoring will be 70% of total score.

Only those Bidders who fulfill the SSUPSW technical requirements and complied with eligibility criteria will be short listed for Financial/commercial bid opening.

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Annexure-V Self-Declaration

(To be submitted on letterhead)

To

CEO

State Society for Ultra Poor & Social Welfare,
2nd Floor, Apna Ghar, Behind Lalit Bhawan
Baily Road, Patna-800023

Self-Declaration

Sir,

I, on behalf of (firm's name) declare the following:

2. I/we have not been associated with State Society for Ultra Poor & Social Welfare, Bihar, Patna in any manner for five years;
3. I / We hereby declare that I / we have neither failed to perform on any engagement during the last two years nor been expelled from any project or agreement;
4. Further, we have neither been Blacklisted/banned/ declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities/ PSU and nor any disciplinary proceedings are pending against the firm with any government authority;
5. We hereby undertake and confirm that we have understood the scope of work properly and shall comply with the terms of engagement.

Authorized Signatory

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Annexure-VI
Covering Letter - Financial Proposal
(To be submitted on letterhead)

(Date and Reference)

CEO

State Society for Ultra Poor & Social Welfare,
2nd Floor, Apna Ghar, Behind Lalit Bhawan
Baily Road, Patna-800023

Dear Sir /Madam,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the "Consultant as Financial Management and Technical Support Consultant in State Society for Ultra Poor & Social Welfare, Bihar, Patna.

I/We agree that this offer shall remain valid for a period of 180 days (One Hundred and Eighty Days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours sincerely,

Authorized Signature [In full and initials]:Name and

Title of Signatory:

Name of Firm:

Address:

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Annexure-VII Financial Bid Format

(To be submitted on the Letterhead of the bidder)

SUMMARY BY COSTS

Project Consultant **Title:** Appointment of Financial Management & Technical Support

S. No	Description of Services	Consultants Honorarium & Service Charges (p.a.)	
		(In figures)	(In words)
[A]	Consultants Honorarium as Financial Management & Technical Support Consultant in State Society for Ultra Poor & Social Welfare (SSUPSW), Bihar, Patna as per Scope of Work. [Carried forward from - Form A]		
[B]	Service Charges (Per Month Rs.X12 Month)		
[C]	Total Amount in Rs.		

GST%
GST%
GST%

Note:

- (i) During Evaluation of Financial proposals, the quoted Consultants Honorarium & Service Charges (i.e. on the basis of S1.[C] above) excluding Goods and service tax shall be considered.
- (ii) The quoted Service charges should be in the light of resolution No.M-4-06/2023/2988/V_o Dated 23rd March 2023 of Finance Department, Bihar (Attached as Annexure-XV).
- (iii) The client shall pay the Consultant, the Goods and Service Tax, on prevailing rates as applicable on the consultancy charges.
- (iv) No additional cost will be borne by SSUPSW.
- (v) In case requirement of additional Consultant the firm will provide the services of additional equal or more qualified & experienced consultant at the same rate quoted for.
- (vi) In case of equal minimum rate quoted by more than one firm, the selection will be done through lottery.

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As per Form A

(To be submitted on the Letterhead of the bidder)

PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Project: - Appointment of Financial Management & Technical Support Consultant in "State Society for Ultra Poor & Social Welfare, Bihar, Patna".

Sl. No.	Position (a)		No. of Manpower (b)	Per Month Rate (INR) (c)	Total Cost (INR) per year (d)
1.	Team Leader	(One Day Per Week Service)	1 (One)		
2.	Deputy Team Leader	Full Month service	1 (One)		
3.	Team Member	Full Month service	1 (One)		
TOTAL					

(Signature, Name and Designation of the Authorized Signatory)

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Annexure-VIII Format of Agreement
(To be stamped in accordance with Stamp Act)

This agreement is entered at (place) on day of (month), 2023 BETWEEN, State Society for Ultra Poor & Social Welfare, Bihar, Patna (hereinafter "the SSUPSW") or Client; which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at 2nd Floor, Apna Ghar, Behind Lalit Bhawan, Baily Road, Patna, Bihar 800023 on the ONE PART; and

M/s the Chartered Accountant firm having principal office at represented by duly authorised partner (hereinafter called the Bidder) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part.

WHEREAS THE SSUPSW/Client is desirous to engage the Bidder for providing Financial Management and Technical Consultancy Services.

WHEREAS THE Bidder has agreed to provide Financial Management and Technical Consultancy Services to the SSUPSW as per their requirements.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents not inconsistent with these presents shall be deemed to form and b read and construed as part of this Agreement viz:
 - a. Notice inviting Tender;
 - b. Scope of Work;
 - c. The Letter of Acceptance, Letters from and to the bidder, Amendment's, if any leading to and prior to acceptance letter;
 - d. General Terms and Conditions of RFP and Annexures thereto;
 - e. Price Bid;
 - f. The details submitted in Technical Bid and other commitments shall be part of the Agreement.
3. In consideration of the payments to be made by the SSUPSW to the Bidder, the bidder hereby covenants and agrees with the SSUPSW to complete the assignment in conformity in all respects and subject to all terms and conditions/ rules as mentioned in the General Terms and Conditions as also in the aforesaid documents which shall form part of this Agreement.
4. In witness whereof the parties hereto have hereunto set their respective hands and seals

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the day and year first above written.

Signed, sealed and delivered by the said bidder, to the
SSUPSW / Client..... in the presence of:

Signature of Bidder (with seal)

Signature of Authorized representative of the SSUPSW / Accepting Authority Witness (Signature, Name & Address):

1. _____

2. _____

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Annexure-IX
Undertaking on no conflict of interest

(To be submitted on the Letterhead of the bidder)

Date

To,

CEO

State Society for Ultra Poor & Social Welfare, Bihar, Patna

Dear Sir,

Sub: Undertaking on Conflict of Interest

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with SSUPSW that could improperly influence our judgement and the exercise of our duties.

I/We also confirm that our firm/ JV is not involved directly/ indirectly with this scheme in whatsoever manner and is eligible to participate.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold SSUPSW harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Government of Bihar and/or SSUPSW, if any such conflict arises later.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Note: {For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

(Note: No Joint venture will be allowed.)

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Annexure-X
Authorization for representation at bid opening
(To be submitted on the Letterhead of the bidder)

[Date]

To,
CEO
State Society for Ultra Poor & Social Welfare
2nd Floor, Apna Ghar, Behind Lalit Bhawan
Baily Road, Patna - 800023.

Dear Sir,

Sub: Authorization for Representation at Bid Opening

I/We declare and confirm that Mr./ Ms. _____ has been duly authorized by us to represent us at the opening of Technical bids.

Name as on the ID	
ID Number	
Designation	

Maximum 2 persons per bidder

Authorized Signature [In full and initials]: Name and

Title of Signatory:

Name of Company/Firm:

Address:

Seal/Stamp of bidder:

265

ANNEXURE XI

Undertaking of not being black listed

(To be submitted on the Letterhead of the bidder)

(Place)

(Date)

To,

CEO
State Society for Ultra Poor & Social Welfare
2nd Floor, Apna Ghar, Behind Lalit Bhawan
Baily Road, Patna - 800023.

Dear Sir,

We confirm that our company have been Blacklisted/banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities/PSU and should not have any disciplinary proceedings pending against the firm with any Govt. Authority as on Bid submission date.

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

Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Annexure XII

Request for Clarifications /Pre-bid queries

A prospective bidder requiring any clarification of the tender document may notify SSUPSW in writing along with a soft copy in excel format at SSUPSW's correspondence email address before the date mentioned in under the 'important dates' section. SSUPSW representative will respond to any request for clarification of the tender document in the pre-bid conference, which will be held as per the table of important dates given. SSUPSW's response will be sent to all prospective bidders who have sought clarification, and also the response will be made available at SSUPSW website: www.ssupsw.in. The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

Sl.	Page No. of RFP Document	Section No. of RFP Document	Proposed Change(s)	Reason for Proposed Change(s)

Note:

- *The name of the Firm and the date should appear in the header of each page.*
- *The above queries should be sent in Excel/ spreadsheet format only to the email address mentioned in the tender notification table*

Authorized Signature [In full and initials]:Name and

Title of Signatory:

Name of
Firm:

Address:

Seal/Stamp of bidder:

Annexure XIII**Bidder's Annual Turnover Certificate**
(On the letterhead)**TURNOVER CERTIFICATE**

Date:

This is to certify that the annual turnover for last three Financial years as per Audited Financial Statement of M/s..... is as follows:-

Sl.	Financial Year	TURNOVER (in LACS)
1	2019-2020	
2	2020-2021	
3	2021-2022	
Average of 3 years (in Lacs): -		

Note:

Please attach Audited Annual Financial Statements for all the corresponding years

Name and Title of Signatory:

Name of
Firm:

Address:

Seal/Stamp of bidder:

(262)

Annexure XIV
BANK GUARANTEE (PERFORMANCE BANK GUARANTEE)
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To

[SSUPSW's Name & Address]

Dear Sirs,

In consideration of the [SSUPSW's Name].....(herein after referred to as the 'SSUPSW', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.[SP's Name]with its Registered/Head Office at(Herein after referred to as the SP',

which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), an Agreement by issue of SSUPSW's Notification of Award No. Dated and the same having been unequivocally accepted by the SP, resulting in to an agreement bearing No... dated..... Valued at..... for and the SP having agreed to provide a Performance

Guarantee for the faithful performance of the entire Agreement equivalent to(*) % (..... percent) of the said value of the Agreement.

We [Name & Address of the Bank] 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 SSUPSW, on demand any and all monies payable by the SP to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, context, recourse or protest and/or without any reference to the SP. Any such demand made by the SSUPSW on the Bank shall be conclusive and binding notwithstanding any difference between the SSUPSW and the SP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the SSUPSW and further agrees that the guarantee herein contained shall continue to be enforceable till the SSUPSW discharges this guarantee.

The SSUPSW shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the agreement by the SP. The SSUPSW 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 SP, 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 Agreement between the SSUPSW and the SP or any other course or remedy or security available to the SSUPSW.

. The Bank shall not be released of its obligations under these presents by any exercise by the SSUPSW of its liberty with reference to the matters omission or commission on the part of the Owner or any other indulgence shown by the SSUPSW or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the

Bank.

The Bank also agrees that the SSUPSW 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 SP and notwithstanding any security or other guarantee that the SSUPSW may have in relation to the SP's liabilities.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to..... (*) and it shall remain in force up to and including..... (@) and shall be extended from time to time for such period, as may be desired by M/s... [SP's

Name]..... on whose behalf this guarantee has been given.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of 2023 at

This day of 2023 at

WITNESS

..... (Signature)

(Signature)

..... (Name) (Name)

(Official Address) (Designation with Bank Stamp)

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

Dated

Notes:

(*) This sum shall be FIVE percent (5%) of the total value of the contract.

(@) This date will be at least 90 days after the completion of term of agreement.

The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

बिहार सरकार

वित्त विभाग

संकल्प

विषय :- आउटसोर्सिंग के माध्यम से मानव बल की सेवाएँ प्राप्त करने एवं पारिश्रमिक भुगतान हेतु प्रक्रिया निर्धारण के सम्बन्ध में।

सम्प्रति विभागों एवं विभागान्तर्गत कार्यरत बोर्ड/निगम/सोसाईटी इत्यादि के द्वारा आउटसोर्सिंग के आधार पर विभिन्न प्रकार के मानव बल की सेवाएँ प्राप्त की जा रही हैं। इस क्रम में विभिन्न विभागों द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने की प्रक्रिया में सेवा शुल्क की दर के संबंध में वित्त विभाग से परामर्श की अपेक्षा की जा रही है।

2. ऐसा पाया जा रहा है कि इस प्रकार की निविदा के क्रम में कई निविदादाता द्वारा निविदा प्राप्त करने हेतु न्यूनतम बोली के रूप में सेवा शुल्क की अव्यवहारिक दर (यथा, 1.00 रुपये से भी कम) अंकित कर दिया जाता है। इस प्रकार के दर का कुप्रभाव सेवा दे रहे मानव बल के पारिश्रमिक पर पड़ता है, क्योंकि ऐसी स्थिति में एजेंसी द्वारा सेवा शुल्क की भरपाई हेतु अनुचित तरीके अपनाने की संभावना रहती है।

3. ऐसी स्थिति में सेवा शुल्क की दर के साथ-साथ आउटसोर्सिंग से प्राप्त मानव बल के न्यूनतम पारिश्रमिक एवं अन्य वैधानिक देयता का भुगतान ससमय सुनिश्चित कराये जाने हेतु प्रक्रिया एवं दिशा-निदेश निर्धारित किये जाने की आवश्यकता है। वित्त मंत्रालय, व्यय प्रभाग, भारत सरकार के Office Memorandum संख्या-F.6/1/2023-PPD दिनांक-06.01.2023 द्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवाएँ प्राप्त करने हेतु सेवा शुल्क की न्यूनतम एवं अधिकतम दर निर्धारित की गई है।

4. सम्यक विचारोपरांत आउटसोर्सिंग के आधार पर मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क की दर एवं ऐसे मानव बल के पारिश्रमिक का ससमय भुगतान हेतु निम्नवत् प्रक्रिया निर्धारित की जाती है:-

(i). आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 3.85 प्रतिशत (3 प्रतिशत लाभ और 0.85 प्रतिशत संव्यवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (संव्यवहार शुल्क सहित) होगी। इसी आधार पर निविदा आमंत्रित की जायेगी।

(ii). उक्त निर्धारित न्यूनतम सेवा शुल्क की अधिसीमा से न्यून एवं निर्धारित अधिकतम सेवा शुल्क की अधिसीमा से उच्च दर अंकित करने वाले निविदादाता की वित्तीय निविदा विचारणीय नहीं होगी। सेवा शुल्क के दर में अंकित रूपये में दशमलव के पश्चात 2 अंक से आगे अंकित अंक को नजरअंदाज कर दिया जायेगा।

(iii). निविदा में यदि एक से अधिक निविदादाता द्वारा उद्धृत (Quoted) न्यूनतम सेवा शुल्क की दर समान पाई जाती है तो वैसी स्थिति में लॉटरी के माध्यम से निविदा का निष्पादन किया जायेगा तथा इस पूरी प्रक्रिया की विडियोग्राफी करायी जायेगी। निविदा के निष्पादन की पूरी प्रक्रिया में बिहार वित्त नियमावली के सुसंगत प्रावधानों का अनुपालन अपेक्षित होगा।

(iv). मानव बल को श्रम संसाधन विभाग द्वारा निर्धारित न्यूनतम मजदूरी एवं उस पर लागू वैधानिक देयता का भुगतान अनिवार्य होगा और इसे निविदा (Bid) का आधार नहीं बनाया जायेगा।

(v). चयनित एजेंसी द्वारा सेवा प्रदान कर रहे मानव बल के प्रतिमाह पारिश्रमिक के भुगतान में श्रम संसाधन विभाग, बिहार सरकार द्वारा अधिसूचित न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा । इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबद्ध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा । यह भुगतान सेवा प्राप्त कर रहे विभाग/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को राशि विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंसी द्वारा किया जायेगा । संबंधित कार्यालय/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र के आलोक में राशि का भुगतान किया जाना होगा । साथ ही सभी वैधानिक कटौती की राशि को समस्य संबंधित प्राधिकार (यथा, कर्मचारी भविष्य निधि संगठन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंसी द्वारा जमा कराना होगा ।

(vi). आउटसोर्सिंग एजेंसी द्वारा कर्मियों/मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबद्ध खाते में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा । साथ ही वैधानिक कटौती/देयता (यथा, कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य सहित त्रैमासिक प्रतिवेदन भी आउटसोर्सिंग एजेंसी द्वारा सेवा प्राप्त कर रहे विभाग/प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा ।

आदेश :- आदेश दिया जाता है कि इस संकल्प को बिहार राजपत्र के असाधारण अंक में प्रकाशित किया जाय ।

बिहार राज्यपाल के आदेश से,

(निकेश चूमार सिंह)
सचिव (संसाधन)

ज्ञापांक:-एम-4-06/2023-2988/वि०, पटना, दिनांक 23/03/2023

प्रतिलिपि:-प्रधान महालेखाकार (लेंगे एवं ह०), बिहार, वीरचन्द्र पटेल पथ, पटना को सूचना एवं आवश्यक हेतु प्रेषित ।

सचिव (संसाधन)

ज्ञापांक:-एम-4-06/2023-2988/वि०,

पटना, दिनांक 23/03/2023

प्रतिलिपि:-मुख्य सचिव, बिहार/विकास आयुक्त, बिहार/सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव/सभी प्रमंडलीय आयुक्त/सभी जिला पदाधिकारी एवं सभी कोषागार पदाधिकारी, बिहार को सूचना एवं आवश्यक हेतु प्रेषित ।

सचिव (संसाधन)

ज्ञापांक:-एम-4-06/2023-2988/वि०

पटना, दिनांक 23/03/2023

प्रतिलिपि:-माननीय वित्त मंत्री के आप्त सचिव/अपर मुख्य सचिव के आप्त, वित्त विभाग, बिहार, पटना को सूचनार्थ प्रेषित ।

सचिव (संसाधन)

ज्ञापांक:-एम-4-06/2023-2988/वि०

पटना, दिनांक 23/03/2023

प्रतिलिपि:-ई-गजट प्रशाखा, वित्त विभाग, बिहार, पटना को सूचना एवं आवश्यक हेतु प्रेषित ।

सचिव (संसाधन)