

सुलभ संगणक (Ready Reckoner)



बिहार कौशल विकास मिशन

Financial Management & Accounting Support



श्रम संसाधन विभाग
नियोजन भवन, बेली रोड, पटना

ई-मेल: biharskilldevelopmentmission@gmail.com

परिचय

बिहार कौशल विकास मिशन का गठन वर्ष 2010 में युवाओं को उनकी रोजगार क्षमता बढ़ाने और कौशल की कमी को पूरा करने के लिए गुणवत्तापूर्ण कौशल और पेशेवर ज्ञान प्रदान करने की दृष्टि से किया गया था।

बिहार कौशल विकास मिशन वित्तीय प्रबंधन एवं लेखा सहायता सलाहकार प्रदान करने के लिए एक एजेंसी का चयन करना चाहती थी ताकि वास्तविक समय पर डबल एंट्री एकाउंटिंग सिस्टम के अनुसार दिन प्रतिदिन लेखांकन किया जा सके एवं विभिन्न रिपोर्ट ससमय तैयार किया जा सके।

बिहार कौशल विकास मिशन ने RFP NO BSDM/02/2021-22 dated 08th June 2021 के माध्यम से वित्तीय प्रबंधन एवं लेखा सहायता सलाहकार के चयन हेतु प्रस्ताव आमंत्रित किया एवं इस कार्य हेतु **K R A & Co** को 01-Oct-2021 से कार्य करने के लिए चुना गया।

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टीम के सदस्य की विवरण

| क्रम संख्या | नाम | मोबाइल नंबर | ईमेल आईडी | तस्वीर |
|-------------|---|-------------|--|---|
| 1. | रुद्रेश झा (प्रोजेक्ट कोऑर्डिनेटर) | 8130836837 | jharudresh@gmail.com |  |
| 2. | सीए संजीत कुमार ओझा (टीम लीडर) | 9555190788 | krapatna.tl10@gmail.com |  |
| 3 | सीए मनीष कुमार (को टीम लीडर) | 9968455192 | krapatna.tl18@gmail.com |  |
| 4. | प्रिया गुप्ता (टीम सदस्य) | 9097795732 | priyagoldi92@gmail.com |  |
| 5. | गोविंद कुमार झा (टीम सदस्य) | 8677008281 | Kraptna.atl19@gmail.com |  |
| 6. | अनुभव कुमार (टीम सदस्य) | 6204105931 | Mr.anubhav97@gmail.com |  |
| 7. | पवन कुमार (टीम सदस्य) | 9386118792 | vijayashabiosc@gmail.com |  |
| 8. | दिव्यांशु कुमार पाण्डेय (टीम सदस्य) | 9693064778 | dibyanshup71@gmail.com |  |

कार्य का दायरा

| क्र.सं | RFP के अनुरूप आबंटित कार्य |
|--------|--|
| A | लेखाओं का दैनिक कम्प्यूटरीकृत रखरखाव, रसीद और भुगतान, प्रक्रियाएं, स्टॉक रजिस्टर का रखरखाव, Bank Reconciliation Statement तैयार करना, सभी प्रकार के बहीखाता तैयार करना, अर्धवार्षिक और वार्षिक वित्तीय विवरण तैयार करना, समय पर पूरा करने की जिम्मेदारी शामिल होगी। BSDM के बिभिन्न प्रकार के Audit (PAG/Statutory Audit) का ससमय Compliance करना तथा बित्त एवं लेखा सम्बन्धी कार्यों का प्रबंधन, दैनिक कार्यों में statutory Compliance पर मंतव्य देना। |
| B | <p>I टैली सॉफ्टवेयर या बीएसडीएम द्वारा विकसित अन्य सॉफ्टवेयर पर दैनिक लेखांकन की तैयारी</p> <p>II बजट सहित खातों की निगरानी और पर्यवेक्षण</p> <p>III भुगतान/प्राप्तियों/व्यय/आय आदि से संबंधित सभी फाइलों का प्रसंस्करण और समय पर निष्पादन (अर्थात् भुगतान प्रबंधन और रसीद प्रबंधन)</p> <p>IV लेखा प्रणाली के लिए आवश्यक सभी लेखा बहीखातों, रजिस्ट्रों और प्रारूपों को बनाए रखना।</p> <p>V टीडीएस रिटर्न दाखिल करना और स्रोत पर एकत्रित कर की जमा सुनिश्चित करना</p> <p>VI बैंक समाधान और अंतर इकाई समाधान विवरण तैयार करना;</p> <p>VII बैंक गारंटी ट्रैकिंग शीट और उनका समय पर नवीनीकरण।</p> <p>VIII लेखांकन प्रणाली और वित्तीय प्रबंधन को बनाए रखने के लिए हैंडहोल्डिंग सहायता और सहायता प्रदान करें।</p> <p>IX दिन-प्रतिदिन के कामकाज के लिए वैधानिक रूप से या अन्यथा सभी प्रकार के लेखा अभिलेखों/रिपोर्टों का रखरखाव।</p> <p>X जीएसटी/आयकर अनुपालन सहित सभी वैधानिक आवश्यकताओं का समय पर अनुपालन सुनिश्चित करेगा;</p> <p>XI सभी वैधानिक रजिस्ट्रों का रखरखाव और रिकॉर्ड कीपिंग सुनिश्चित करेगा;</p> <p>XII उपयोगिता प्रमाण पत्र और व्यय का विवरण तैयार करना और दावों को प्रस्तुत करना।</p> <p>XIII लेखापरीक्षा पैराओं और प्रश्नों के उत्तर तैयार करना और उनका समाधान करना</p> <p>XIV बीएसडीएम की वार्षिक रिपोर्ट तैयार करना</p> <p>XV BSDM में एक System स्थापित करने में सहायता करना ताकि उक्त कार्यों को पूरा होने के बाद भी प्रणाली को बनाए रखा जा सके;</p> |

REQUEST FOR PROPOSAL

FROM

Selection of CA Firm for appointment as Financial Management and Accounting Support Consultant in Bihar Skill Development Mission (BSDM), Govt. of Bihar.



RFP No: BSDM/02/2021-2022

Date: 08.06.2021

**BIHAR SKILL DEVELOPMENT MISSION (BSDM)
DEPARTMENT OF LABOUR RESOURCES
GOVERNMENT OF BIHAR,
A-WING, 5TH FLOOR, NIYOJAN BHAWAN, PATNA- 800001
Email Id: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org**

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Bihar Skill Development Mission (BSDM)
Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004

Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

Notice Inviting Request for Proposal

RFP No: BSDM/02/2021-2022

Date-

Additional Chief Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, BSDM, invites proposals (Two Bid System) from reputed and experienced CA Firms for working as Financial Management and Accounting Support Consultant (FMASC) and for further strengthening of such existing system at BSDM.

Eligibility Criteria for participating Chartered Accountant Firms (CA Firms):

- The CA Firms must be empaneled with the C&AG and eligible for major audits.
- The CA Firms must be registered with ICAI and GST Registration
- The CA Firms should have been in operation in India for at least 10 years after registration and has its Head Office or Functional Branch Office in Patna, Bihar or will have to establish such branch office post selection.
- Average Annual Turnover of the bidder for the last three FYs ending on 31st March 2020 should be equal to or greater than Rs. 50 lakhs.
- CA Firm should have at least 03 years of experience in working/consulting in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have undertaken at least three similar assignments of above such enterprises which are having a turnover of not less than Rs. 75 crores in any one of the last 3 years (FY 17-18 to 19-20).
- Minimum Two, Full Time Partners associated with the firm for not less than 3 years with at least one being a Fellow CA (As per latest Certificate of ICAI not issued before six months of the date of this RFP)

Document Fee and Tender Processing Fee: All Applicants have to pay a non-refundable Document Fee of Rs. 10,000/- (Rupees Ten Thousand only) and Tender Processing Fee of Rs. 1,180.00 or as applicable (One Thousand One Hundred Eighty only) through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. 1,00,000/- (One Lac) through e-payment mode only (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab "Tender" on home page of above website and then going to Latest Tender by searching Department Name as "Labour Resources Department".

The Proposal has to be submitted in online mode containing following cover stage-

- A) Technical Bid Open Stage and B) Cost Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from 08.06.2021 to 07.07.2021 (15:00 Hrs.). The Pre-bid meeting will be held on 02:00 PM of 15.06.2021 at BSDM office. The last date for uploading of proposal/bid will be 08.07.2021 up to 15.00 Hrs. Technical Bid will be opened on or after 08.07.2021 post 16:00 Hrs. The Evaluation of Bids will be under Least Cost System. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned for the same.

Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources, Govt. of Bihar

Bihar Skill Development Mission (BSDM)
Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004
Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org.

LETTER INVITIG e-TENDER (Letter of Invitation)

Tender Notice No: BSDM/02/2021-2022

Date-

Proposals (Two Bid System) are invited from reputed and experienced from reputed and experienced Chartered Accountant Firms for working as Financial Management and Accounting Support Consultant (FMASC) and for further strengthening of such existing system at BSDM.

| SL No | Scope of Work | Tender processing Fee (Non Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode(i.e. NEFT/RTGS/ Credit Card/Debit card) (in Rupees) | EMD to be paid through e-payment mode (i.e. NEFT/RTGS/ Credit Card/Debit card) (in Rupees) | Document Fee (Non Refundable) to be paid through e-payment mode (i.e. NEFT/RTGS/ Credit Card/Debit card) (in Rupees) |
|-------|--|---|--|--|
| 1 | 2 | 3 | 4 | 5 |
| 01. | Selection of Agency/Consultants for appointment as Financial Management and Accounting Support Consultant in Bihar Skill Development Mission (BSDM), Govt. of Bihar. | Rs. 1180.00 (or as applicable) | Rs. 1,00,000.00 | Rs. 10,000/- |

Tender Schedule/Programme:

| SN | Activity | Date/Time : Duration |
|-----|---|--|
| 1. | Online Sale/Download date of Tender documents | From 08.06.2021 to 07.07.2021 (15:00 Hrs.) (https://www.eproc2.bihar.gov.in) |
| 2. | Last Date of sending Pre-Bid queries by e-mail | 14.06.2021 up to 15.00 Hrs. on rakesh.ranjan2044@gov.in |
| 3. | Date, Time and Place of Pre-Bid Meeting | Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 02:00 PM of 15.06.2021. |
| 4. | Publishing of Pre-Bid queries response | Latest by 18.06.2021 on e-proc website/BSDM website (best effort basis) |
| 5. | Last Date/Time for submission/ uploading of offer/Bid | 08.07.2021 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in) |
| 6. | Date & time for opening of Technical Bid | On or after 08.07.2021 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in) |
| 7. | Financial Bid Opening Date and Time | Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority. |
| 8. | Method of Selection | Least Cost Selection (LCS) |
| 9. | Bidding in Consortium | No |
| 10. | Bid Proposal Validity | 365 days from the date of opening of bid |
| 11. | Agreement Period | 3 year from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of BSDM. |
| 12. | Contact person/Nodal Officer for queries | Mission Manager (Program& Implementation) Email: rakesh.ranjan2044@gov.in contact no: 0612-2528455/7979844165 |

- Detailed descriptions and instructions for submitting your proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
 - ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
 - ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 365 days from Last date of Bid submission.
- **Pre-Bid Meeting:** BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, only once and further queries sent by the bidders may not be entertained.

BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. BSDM may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (www.skillmissionbihar.org) and no bidders/participant would be intimated individually about the responses of BSDM.

Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by BSDM:

| Organization Name: Designation: | | Name of representative: E Mail Address: | |
|------------------------------------|---|--|----------------------------|
| S.N. | RFP Document reference, Section and Page No. | Content of RFP requiring clarification(s) | Points of clarification(s) |
| | | | |
| | | | |

- **For support related to e-tendering process, bidders may contact at following address:**
 "e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.
- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <http://www.skillmissionbihar.org> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Associates or JV arrangement or networking is not allowed under the assignment.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

SD/-
 Mission Director,
 Bihar Skill Development Mission,
 Department of Labour Resources, Govt. of Bihar

e-Tendering Process Related Instructions.

Submission of Proposals Through electronic mode only:

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."
6. The tender opening will be done online only.
7. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal <https://www.eproc2.bihar.gov.in> only.
8. For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164" or may visit the link "Vendor Info" at www.eproc2.bihar.gov.in

Disclaimer

- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Tenderer or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the BSDM to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tenderer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tenderer, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidders 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 Tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Tenderer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Tenderer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Tenderer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Tenderer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section 1 – Letter of invitation

RFP Ref. No.: BSDM/02/2021-2022

Date-

To:

[Name and Address of prospective Bidder]..

.....
Attention: Mr/Ms

1. The CEO, BSDM, invites proposals (Two Bid System) from reputed and experienced Chartered Accountant Firms to provide the following services:
Financial Management and Accounting Support Consultants in Bihar Skill Development Mission
2. The Background Information and Terms of Reference for the Consulting services, Scope of Work are provided in Section 5 of the Request for Proposal (RFP)
3. This RFP is available to all eligible prospective bidder CA firms.
4. A firm will be selected under Least Cost basis Method and as per procedures described in this RFP.
5. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Bidders (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms (For reference only, to be filled under online formats only)
Section 5 - Terms of Reference
Annexures: I and II
6. The bidders shall submit their proposal, eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
7. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
8. The Tendering Authority reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

SD/

Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources, Govt. of Bihar

Section 2- Instructions to Bidders

1. Introduction

General

- 1.1 The Tendering Authority will select a CA Firm in accordance with the method of selection specified in the Data Sheet.
- 1.2 The bidders should familiarize themselves with BSDM functions, Scope under this assignment, local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the project site.
- 1.3 Bidders 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.
- 1.4 The Tendering Authority is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidder/s.
- 1.5 In preparing their Proposals, bidders 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.

1.6 Conflict of Interest

The Tendering Authority requires that CA Firm provide professional services of highest standard and at all times hold the Client's interest's paramount, avoid conflicts with other assignments or their own corporate or other interests and act without any consideration for future work. CA Firm shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Tendering Authority. Without limitation on the generality of the foregoing, CA Firm, and any of their Personnel shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- (i) If the CA Firm combines the function of auditing/consulting with those of contracting and/or supply of equipment; or
- (ii) If the CA Firm is associated with or affiliated to a contractor or manufacturer or other service provider; or
- (iii) If there is a conflict among auditing/consulting assignments, the CA Firm (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such CA Firm shall not be recruited for the relevant assignment. The duties of the CA Firm will depend on the circumstances of each case. While continuity of auditing/consulting services may be appropriate in particular situations if no conflict exist, a CA Firm cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such CA Firm. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

1.7 Fraud and Corruption

- (i) The Tendering Authority requires that CA Firms observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, The Tendering Authority defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- (ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract under the purview of Tendering Authority.

1.8 Only one proposal:

If a bidder submits or participates in more than one proposal, such proposals shall be disqualified.

1.9 Proposal Validity:

The Data Sheet indicates how long the bidders’ Proposals must remain valid after the submission date.

1.10 Extension of Validity Period:

- o The Tendering Authority will make its best effort to complete the processing within the proposal’s validity period. However, should the need arise, The Tendering Authority may request, in writing, all the bidders who submitted Proposals prior to the submission deadline to extend the Proposal’s validity.
- o If the bidders agree to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- o The bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

1.11 Eligibility:

It will be the Bidder’s sole responsibility to ensure that it meets the eligibility requirements as established in the Data Sheet.

1.12 General Considerations:

In preparing the Proposal, the bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

1.13 Cost of Preparation of Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Tendering Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Tendering Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidder/s.

1.14 Participation of Government Employees

No current government employee shall be deployed by the CA Firm without the prior written approval by the appropriate authority.

1.15 Bid Security (Earnest Money Deposit)

- a. Please refer details in the Tender Notice.
- b. The Employer shall reject any bid not accompanied by appropriate bid security, as non-responsive.
- c. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to successful bidder.
- d. The bid security may be forfeited:
 - (a) If a Bidder withdraws or modifies its bid during the period of bid validity.
 - (b) if the successful Bidder fails to sign the Contract within required time frame;

2. Amendments to RFP Documents

- 2.1 At any time before the submission of Proposals, the Client may, on its own initiative, amend or modify the RFP by issuing an addendum/corrigendum. The addendum shall be published on website of e-proc and will be binding on all bidders. To give bidders reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3. Preparation of the Proposal

- 3.1 The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> containing following cover stage-

- A) Technical Bid Open Stage
- B) Cost Bid Open Stage

The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.

- 3.2 The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded. Care should be taken that no Financial Proposal or scan thereof should be uploaded with Technical proposal documents else the bid will be outright rejected.
- 3.3 The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- 3.4 The bidders must upload all evidences to support the bid eligibility under Technical Bid. If the bid security, cost of RFP document, and evidences supporting bid eligibility are found proper then only technical and financial proposals will be entertained.
- 3.5 **Language of Proposal:** The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be in English. All reports prepared by the contracted bidder shall also be in English.
- 3.6 The Technical Proposal should clearly demonstrate the bidder's understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the TOR through the nominated experts.

4. Technical Proposal

General

- 4.1 The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Technical Proposal Format

- 4.2 The bidder shall submit technical proposal as per the data sheet and Tech Forms as per prescribed format only. Submission of the wrong type of Technical Proposal may result in the Proposal being deemed non-responsive.

Technical Proposal Content

- (i) The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (vi) and other required information, using the Standard Technical Proposal Forms (Form TECH-1 A, TECH 1 B, TECH-2 and TECH 3) along with all required documentary proofs which all should be properly scanned and uploaded. All Tech Forms and Annexures I and II have to be properly filled and scanned and mandatorily uploaded.
- (ii) *No hard copy submission except EMD as demand draft. The hard copy proposals will be out right rejected.*
- (iii) A brief description of the organization and outline of relevant experience of the bidder on assignments of a similar nature and as required under evaluation criteria is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the bidder's involvement. Information should be provided only for those assignments for which the bidder was legally contracted by the client as a corporate entity or as one of the major participating firms within an association (Joint venture). In case the assignment was carried out in joint venture then the JV agreement is to be submitted. Assignments completed by individual experts working privately or through other CA firms cannot be claimed as the experience of the bidder. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.
- (iv) A concise, complete, and logical description of how the bidder's team will carry out the services to meet all requirements of the TOR.
- (v) An organization chart of the bidder Firm.
- (vi) The Technical Proposal shall not include information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non-responsive.

Personnel/ Team Composition

- (vii) The accounting team appointed by the bidder for the assignment should have prior similar experiences and will consists as below:

| S.N. | Position | Number of Personnel | Input Month | Minimum Qualification | Minimum Experience |
|------|----------------|---------------------|-------------|-----------------------|---|
| 1 | Team leader | 1 | 36 | FCA | At least one similar assignment to his credit in the capacity of Team leader or Deputy Team Leader. |
| 2 | Co-Team leader | 1 | 36 | ACA | At least one similar assignment |

| | | | | | |
|---|------------|---|----|--|--|
| 3 | Accountant | 5 | 36 | 02 Accountant- Semi qualified (CA/CS/CWA) 03 Accountant- B.com/ MBA in Finance. | Minimum three years of accounting/auditing experience. |
|---|------------|---|----|--|--|

(viii) The name, age, background employment record, and professional experience of each personnel, with reference to the type of experience required for the services, should be presented in a brief CV format.

(ix) The Client requires that each personnel should confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. The client may at its own discretion, may also take interview of the proposed personnel of the selected bidder, at any stage, for suitability to this assignment, and the selected bidder will be under obligation to replace such personnel within a period of 15 days.

(x) Increase or Decrease in number of personnel: BSDM in its exclusive right and at any stage of the agreement, may assess the number of personnel vis a vis project requirement and thus may increase or decrease the number of personnel appointed as above. The decision of CEO, BSDM will be final and conclusive in this regard.

5. Financial Proposal

5.1 As per on-line format under e-proc portal only.

5.2 No proposed schedule of payments should be included in bidder's Financial Proposals.

5.3 Bidders shall quote the rates in Indian National Rupees only.

5.4 Form FIN-1 (Online Form) is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, bidders have:

- (i) Not taken any action which is or constitutes a corrupt or fraudulent practice; and
- (ii) Agreed to allow the Client, at their option, to inspect and audit all accounts, documents, and records relating to the Bidder's Proposal and to the performance of the ensuring Bidder's Contract.

5.5 The rates to be quoted shall be in the online format given in e-proc portal only, and it shall include all costs / expenses by whatever name called and statutory taxes excluding GST. The Client shall pay GST as applicable on prevailing rates.

6. Submission, Receipt and Opening of Proposals

As per timelines mentioned in the notice and through e-procurement only. No hard copy submission will be accepted.

7. Proposal Evaluation

General

7.1 From the time the Proposals are opened to the time the contract is awarded, the bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a bidder to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Bidder's Proposal.

Evaluation of Technical Proposals

7.2 The technical evaluation will be done as per the eligibility criteria as defined in Notice Inviting Request for Proposals for each bidder and Technical Evaluation Score as mentioned in data sheet.

- 7.3 The Client's 'Bid Evaluation Committee' will evaluate the proposals received.
- 7.4 A Technical Proposal will be rejected in any of the following cases:
- i. the Bidder that submitted the Proposal, was found not to be legally incorporated or established in India and do not have its Head office /Functional Branch Office in Patna, Bihar; or
 - ii. the Technical Proposal was submitted in the wrong format;
 - iii. the Technical Proposal included details of costs of the services; or
 - iv. It has failed to meet any of the mandatory eligibility criteria as per Notice inviting RFP or has not obtained the minimum technical score as per technical evaluation.
- 7.5 After the technical evaluation is completed, the client will proceed for opening of Financial Proposals of successful bidders at technical stage.

8. Opening and Evaluation of Financial Proposals

Opening of Financial Proposals will be done through e-proc.

Evaluation of Financial Proposals

- 8.1 Under LCS financial proposals shall be opened;
- 8.2 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any bidder, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure that these are:
- (i) complete, and as per prescribed format only
 - (ii) computational errors, if there are errors these will be corrected;
- 8.3 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 8.4 The evaluated total price (ETP) for each Financial Proposal will be determined.

9. Confidentiality

- From the time the Proposals are opened to the time the Contract is awarded, the bidder/s should not contact the Tendering Authority or its officials on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the bidder who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- Any attempt by shortlisted bidder/s or anyone on behalf of the bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- Notwithstanding the above provisions, from the time of the Proposal opening to the time of Contract award publication, if a bidder wishes to contact the Tendering Authority, on any matter related to the selection process, it should do so only in writing.

10. Award of Contract

- The selected bidder will then be issued a Letter of Award (LOA). The selected bidder will then execute an agreement with the client and is expected to commence the Assignment as per the requirements of client. The LOA, its acceptance by the selected bidder, and this RFP along with amendments etc. will constitute a binding agreement between the selected bidder and the tendering authority, till the time a formal contract is executed or in absence of execution of the same.

- **Performance Security/Guarantee (PG):** The timely completion of periodic assignments with quality will be the essence of the performance of the selected bidder under this RFP.

The selected bidder shall furnish within 15 days of the issue of Communication of the Final Selection to the Consultant , an Account Payee Demand Draft/ Unconditional Bank Guarantee (in prescribed format)/ in favour of Bihar Skill Development Mission , payable/en-cashable at Patna, from scheduled Bank in India for an amount equivalent to 10% (Ten percent) of the total contract value towards Performance Security valid for a period of three(3) months beyond the stipulated date of completion of services.

The Performance Guarantee will be released after three month and rectification of errors, if any, found during appraisal/approval of reports by competent authorities whichever is later.

- **Refund of PG:** The PG shall be refunded at the end of six months from the date of successful completion of the assignment

11. Limitation of Liability

In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

12. Correction of Errors

- Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- The Tendering Authority will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

13. Interpretation

- **Entire Agreement:** The Contract constitutes the entire agreement between the Tendering Authority and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

14. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

Data Sheet to Instruction to Bidders

| Paragraph Reference | | | | | | | | | | |
|---------------------|--|--|----------|---------------------------|---|---|--|---|--|--|
| | <p>Name of the Client: Bihar Skill Development Mission</p> <p>Client's Representative: Chief Executive Officer, Bihar Skill Development Mission</p> | | | | | | | | | |
| | <p>Financial Proposal to be submitted together with Technical Proposal: As per on-line e-proc methods.</p> <p>Name of the assignment is: Financial Management and Accounting Support Consultants in Bihar Skill Development Mission</p> <p>Method of selection: Least Cost Method</p> <p>Details on the services, scope of work, are provided in the Terms of Reference (ToR) under Section 5.</p> | | | | | | | | | |
| | <p>The Tendering Authority does not permit Association Arrangements or Joint Ventures or consortium arrangements with other CA Firms for this assignment.</p> | | | | | | | | | |
| 5.4 | <p>Under this contract the selected bidder's payments will be deliverable Based as mentioned in Terms of Reference (ToR).</p> <p>It is expected that the bidder has quoted its fee considering all requirements for satisfactory performance of the services included in ToR. If the bidder has not considered any component for performance of the services, no extra payment shall be made on this account except GST at prevailing rates.</p> | | | | | | | | | |
| 7.5 | <p>Technical Evaluation Criteria:</p> <p>Technical Proposals shall be evaluated based on following criteria:</p> <table border="1" data-bbox="448 1413 1351 1646"> <thead> <tr> <th data-bbox="448 1413 500 1465">SN</th> <th data-bbox="500 1413 1057 1465">Criteria</th> <th data-bbox="1057 1413 1351 1465">Admissible Proof Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 1465 500 1562">1</td> <td data-bbox="500 1465 1057 1562">The CA Firms must be empaneled with the C&AG and eligible for major audits.</td> <td data-bbox="1057 1465 1351 1562">Proof of Empanelment and Registration Number</td> </tr> <tr> <td data-bbox="448 1562 500 1646">2</td> <td data-bbox="500 1562 1057 1646">The CA Firms must be registered with ICAI and GST Registration</td> <td data-bbox="1057 1562 1351 1646">Proof of Registration and Registration Numbers</td> </tr> </tbody> </table> | SN | Criteria | Admissible Proof Required | 1 | The CA Firms must be empaneled with the C&AG and eligible for major audits. | Proof of Empanelment and Registration Number | 2 | The CA Firms must be registered with ICAI and GST Registration | Proof of Registration and Registration Numbers |
| SN | Criteria | Admissible Proof Required | | | | | | | | |
| 1 | The CA Firms must be empaneled with the C&AG and eligible for major audits. | Proof of Empanelment and Registration Number | | | | | | | | |
| 2 | The CA Firms must be registered with ICAI and GST Registration | Proof of Registration and Registration Numbers | | | | | | | | |

| Paragraph Reference | | | |
|------------------------------------|--|---|---|
| 3 | The CA Firms should have been in operation in India for at least 10 years after registration and has its Head Office or Functional Branch Office in Patna, Bihar or will have to establish such branch office post selection. | Proof of Registered Office and Branch Offices or an undertaking | |
| 4 | Average Annual Turnover of the bidder for the last three FYs ending on 31 st March 2020 should be equal to or greater than Rs. 50 lakhs. | Audited Balance Sheet and Profit & Loss Account | |
| 5 | CA Firm should have at least 03 years of experience in working/consulting in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have undertaken at least three similar assignments of above enterprises which are having a turnover of not less than Rs. 75 crores in any one of the last 3 years (FY 17-18 to 19-20). | Copy of work order and proof of turnover of Govt Client | |
| 6 | Minimum Two, Full Time Partners associated with the firm for not less than 3 years with at least one being a Fellow CA (As per latest Certificate of ICAI not issued before six months of the date of this RFP) | Latest ICAI Certificate | |
| Technical Evaluation Score: | | | |
| SN | Criteria | Max Marks | Marking Category |
| 1 | The CA Firms should have been in operation in India for at least 10 years after registration as on date of issuance of RFP. | 25 | Registration: 10 Years to 12 years= 15 marks >12 Years to 15 Years =20 marks >15 Years = 25 marks |
| 2 | Average Annual Turnover of the bidder for the last three FYs ending on 31 st March 2020 should be equal to or greater than Rs. 50 lakhs. <ul style="list-style-type: none"> Copy of Audited Profit & Loss Statement and Balance sheet for last three years ending 31st March 2020. | 25 | Turnover INR: 0.5 Crore to 02 Crore = 15 marks > 02 Crore to 04 Crore =20 marks >06 Crore =25 marks |

| Paragraph Reference | | | |
|--|--|--|--|
| | 3 | CA Firm should have at least 03 years of experience in working/consulting in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have undertaken at least three similar assignments of above enterprises which are having a turnover of not less than Rs. 75 crores (Such Assignment) in any one of the last 3 years (FY 17-18 to 19-20). | 25 Number of Such Assignments: >03 to 05 =15 marks >05 to 07 =20 marks > 07 =25 marks |
| | 4 | Minimum Two, Full Time Partners (FTP)s associated with the firm for not less than 3 years with at least one being a Fellow CA (As per latest Certificate of ICAI not issued before six months of the date of this RFP) | 25 Number of FTP: 01 to 03 = 5 marks > 03 to 05 =7 marks >05 =10 marks Number of FCA: 01 to 03 = 5 marks > 03 to 05 =7 marks >05 =10 marks Number of ACA: 01 to 03 = 2 marks > 03 to 05 =3 marks >05 =5 marks |
| | Total Marks | 100 | |
| <p><i>Bidders, whose bids are responsive, based on minimum qualification criteria as in Preliminary Eligibility Criteria and score at least 70 marks (out of 100) from the technical evaluation criteria would be considered technically qualified for opening of their financial bid.</i></p> | | | |
| <p>Expected time for opening of Financial Proposals: within two weeks of opening of Bid. LCS Selection: The Client will select the lowest Financial Proposal of a bidder whose Technical Proposal has qualified. Financial Proposal of Only those bidders will be opened whose Technical Proposal have passed the technical evaluation as above.</p> | | | |
| Commencement and Duration of Assignment | <p>Expected time for commencement of services: within two week of opening of financial Bid. The duration of the assignment shall be Thirty-Six Months (36).</p> | | |

Section 2- TECHNICAL PROPOSAL - STANDARD FORMS

Form TECH-1 A: Technical Proposal Submission Letter

[Location, Date]

To:

The CEO
Bihar Skill Development Mission
Labour Resources Department,
Govt. of Bihar

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting 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 this Technical Proposal, and a Financial Proposal through e-proc.

We hereby declare that:

- a. We are submitting our Proposal in individual capacity without entering in any association with/ or as a Joint Venture or consortium. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. We meet the eligibility requirements as stated in RFP.
- c. In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- d. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.
- e. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: __

Name and Title of Signatory: _____

Name of Firm: __

Address: _____

Form TECH-1 B: Important Information and details

| | | |
|---|--|--|
| 1 | Name, address , Phone no, e-mail ID, and website address of the firm * | Name of Firm: FRN: Address of HO: Name of Authorised Representative Designation: Mobile: E Mail: Website: |
| 2 | Whether empanelled with C&AG? If yes, give details* | Empanelment Number: Page No. at which latest empanelment intimation letter issued by the CAG is enclosed: __ |
| 3 | Number of partners & organizational structure of the Firm* | Please Provide complete details in TECH 2 A |
| 4 | Number of branches/offices in the state with full addresses of the branches/offices* | Please Provide complete details in TECH 2 A |
| 5 | Number of professionally qualified staff working (CAs). Details of CAs.* | Please Provide complete details in TECH 2 A |
| 6 | Year-wise annual turnover of the firm in INR for the last five years w.e.f. 2017-18 to 2019-20 (along with documentary evidence) * | (Full Figure as per Financial Statement) FY 2017-18: _____ /- FY 2018-19: _____ /- FY 2019-20: _____ /- Page No. at which Audited Financial statements (Face of BS and P&L A/C) for all the FYs. Enclosed _____ to _____ |

| | | |
|---|--|--|
| 7 | <p>Number of similar assignments undertaken during last 3 years.</p> <p>CA Firm should have at least 03 years of experience in working/consulting in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have undertaken at least three similar assignments of above enterprises which are having a turnover of not less than Rs. 75 crores in any one of the last 3 years (FY 17-18 to 19-20).</p> | <p>(i) Name of Assignment and Page Number at which Proof is attached Plus TECH 2B for each assignment.</p> <p>(ii) Name of assignment _____ Page No. _____</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p> <p>(vi)</p> <p>(vii)</p> <p>.....</p> |
|---|--|--|

*Enclose proof of evidence

Note: No hard copy submission. The hard copy proposals will be out right rejected.

Form TECH-2: BIDDER's Organization and Experience

A - Bidder's Organization

[Provide here a brief (four pages) description of the background and organization of the Bidder.]

B - Bidder's Experience [For Full Technical Proposals Only]

[The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the Employer stated below.]

Please provide only those experiences which are relevant to Eligibility Criteria as mentioned in Notice inviting RFP and Technical Evaluation Criteria as mentioned in Data Sheet.

| | |
|--|--|
| Assignment name: | Approx. value of the contract (in current Rs): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: Turnover of Client: | |
| Address: | |
| Start date (month/year): Completion date (month/year): | |
| Name of joint venture partner or sub-Consultants, if any: | |
| Narrative description of Project: | |
| Description of actual services provided in the assignment: | |

Firm's Name: .

Signature of Authorized Representative:

Form TECH-3: Description of Approach & Methodology

Description of Approach, Methodology and Work Plan for Performing the Assignment (Not more than 03 A-4 Page)

- a) **Accounting and Financial Management Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the Auditing and Accounting approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) **Work Plan.** *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the Auditing and Accounting approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.*
- c) **Organization and Personnel.** *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed Team Composition.*

Section 4: Financial Proposal

(For reference only. Not to be filled/scanned)

FORM FIN-I: Format of Summary Commercial Bid

Project Title: Appointment of Financial Management & Accounting Support Consultant in Bihar Skill Development Mission Society, GOB, Bihar

| SN | Description of Services | Consultancy Fee in | |
|-----|--|--------------------|---------------|
| | | (In figures) | (In words) |
| [A] | Total fee for providing Consultancy as Financial Management & Accounting Support Consultant in Bihar Skill Development Mission Society, Bihar as per Terms of Reference (ToR) to the complete satisfaction of Client. [Total Figure as per Form 2B] | Not fill here | Not fill here |
| [B] | Add GST as per prevailing rates | Not fill here | Not fill here |
| [C] | Total Professional Fee including GST [A]+[B] | Not fill here | Not fill here |

Note:

- (i) The Financial Proposal shall be prepared using the Standard on line Forms only, the format of which is provided in the RFP as above, is for reference only.
- (ii) It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project etc. The Tendering Authority will not bear any cost other than the lump-sum fee mentioned in the financial proposal.
- (iii) Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.
- (iv) During Evaluation of Financial proposals, the quoted Total Professional Fee excluding GST shall be considered.
- (v) The client shall pay the Firm, the GST, on prevailing rates as applicable on the Professional Services as above.
- (vi) Statutory Deduction, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- (vii) Bidder will raise the proportionate monthly invoices on the basis of attendance of its personnel.

Payment Schedule: The deliverables & the invoice will be assessed and if there is no objection, in terms of performance, deliverable or invoice value, is raised in 15 days, from the invoice date by the client, the invoice and the deliverables will be deemed accepted, and will be good for payment. The authority/client will then pay to Bidder in next 15 days.

Fin 2B: Personnel Inputs and Professional Fee Rates

(For reference only. Not to be filled/scanned)

Project Title: Appointment of Financial Management & Accounting Support Consultant in Bihar Skill Development Mission Society

| SN | Position | Number of Personnel | Input Month | Rate (INR) | Cost (INR) |
|----|------------------|---------------------|-------------|---------------|---------------|
| 1 | Team leader | 1 | 36 | Not fill here | Not fill here |
| 2 | Co-Team leader | 1 | 36 | Not fill here | Not fill here |
| 3 | Accountant | 5 | 36 | Not fill here | Not fill here |
| | TOTAL (A) | - | - | Not fill here | Not fill here |

Note:

- 1) The Team Leader must be a FCA having minimum experience in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have executed at least one similar assignment to his credit in the capacity of Team Leader or Deputy Team Leader.*
- 2) The Co-Team Leader must be a CA having minimum experience in the accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have executed at least one similar assignment to his credit.*
- 3) There should be two Accountants who must be semi qualified (CA/CS/CWA) i.e. have passed intermediate stages of CA/CS/CWA profession.*
- 4) Rest three accountants must be a B.com graduate or MBA in Finance.*

Section 5: Terms of Reference

Section 5: Terms of Reference (ToR)

Brief background of BSDM:

In Bihar a comprehensive and long-term strategy for skill development is being developed by the Government of Bihar. Accordingly, the Bihar Skill Development Mission (BSDM) has been constituted with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower.

Objectives of the Mission:

1. To facilitate generation of adequate employment opportunities through a policy framework.
2. To encourage and facilitate skill training for youth of Bihar.
3. To monitor generation of employment in different sectors.
4. To facilitate launching of training programs for both uneducated and educated unemployed persons for up-gradation of their skills.
5. To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.
6. To facilitate a coordinated approach in achieving the above objectives for maximizing the benefits over time and space and in reaching out the most needy sections of the population.
7. Management of skill development agenda of the State of Bihar.

A tentative snapshot of skill development programs implemented by BSDM is as below:

| BSDM Development Programs | Skill | Remarks | Some Statistics |
|---------------------------|----------|---|--|
| Kushal Yuva Program | | BSDM's Flagship Program with Focus on Increasing Employability | <ul style="list-style-type: none"> • Students Registered: 16 Lac Plus • Students enrolled: 10 Lac Plus • Students certified till date – 7 Lac Plus • Students undergoing training – 70 to 80 Thousand (Continuous) • Total empanelled centres – 1700 Plus |
| Domain Program | Skilling | Domain Specific Fresh Skilling across Sectors for various state and central schemes | <ul style="list-style-type: none"> • Total centres – 700 Plus • Total QP NOS Courses currently offered – 122 Plus across 27 Plus different sectors • Total GTP Courses currently offered – 25 Plus • Students undergoing training: 13 Thousand Plus (Continuous) • Total Candidates that have completed training: 71 Thousand Plus • Total Candidates eligible for assessment: 54 Thousand Plus • Total Candidates assessed: 50 Thousand Plus • Total Candidates Certified (received certificates): 39 Thousand Plus |

| BSDM Skill Development Programs | Remarks | Some Statistics |
|---|--|---|
| Recruit-Train-Deploy Model | Industry Driven Skill Development with Focus on Employment | <ul style="list-style-type: none"> Total RTD Partners on boarded-19+ Total RTD Centers set up: 16+ Batches Completed: 53+ Total Candidates Trained (training complete): 1300+ Total candidates undergoing training: 300+ Candidates deployed: 300+ |
| Recognition of Prior Learning (RPL) Program | Assessment and Acknowledgement of skills acquired through informal channels with a Bridge Course | <ul style="list-style-type: none"> Total centres – 42 Plus Total candidates: 1200 Plus |
| PMKVY-CSSM Component | Implementation of Pradhan Mantri Kaushal Vikas Yojna-State Component | <p>*New Initiatives</p> <ul style="list-style-type: none"> Total target (2016-20)- 34000 Total Operational Training Partners- 27+ Total Operational Centres – 63+ No.of Job Roles in which training has been undergoing- 30+ No.of Sectors- 17+ No of Ongoing Batches: 60+ No of candidates undergoing training: 2100+ No of Completed Batches: 150+ No of Candidates Trained: 4500+ Total Assessments Done: 2700+ Total Certificates obtained: 2300+ |
| BSCFA Course | Online Course in Financial Accounting, Tally and GST. | <ul style="list-style-type: none"> Students enrolled: 3000+ Students completed training till date – 1700+ Students certified till date – 1100+ Students undergoing training – 1300+ (Continuous) Total empanelled centres – 45+ <p>*New Initiatives</p> |
| SANKALP (Central Scheme) | | <p>The Skill Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP) project aims to implement the mandate of the National Skill Development Mission (NSDM) for <i>Strengthening of the Skills Ecosystem in Bihar</i></p> <ul style="list-style-type: none"> Strengthen institutional mechanisms at National and State level Improve Quality and Market Relevance of Skill Development programs Improve access of skills training for female trainees and other disadvantaged groups Expanding the skills training horizon through private-public partnerships (PPPs). Outcomes will be measured through Disbursement Linked Indicators (DLIs). |

| BSDM Skill Development Programs | Remarks | Some Statistics |
|---------------------------------|---------|--|
| | | <ul style="list-style-type: none"> • SANKALP project has 6 years implementation schedule Current WIP: <ul style="list-style-type: none"> • Training in Plumbing and Electrician Course for PHED: <ul style="list-style-type: none"> • 10 days RPL with Bridge Training for 44000 candidates through 101 Govt ITIs as TP. • SAMPARK Kendra: (Shramik/Students Pramansh Evam Rojgar Kendra) <ul style="list-style-type: none"> • SAMPARK Kendra will be established in each of the 38 Districts at respective DRCC. • Career, Migration and Livelihood counselling at SAMPARK. • Order value amounting Rs. 3.03 Crore has been given to BELTRON for purchase of Computer/Peripherals etc to set-up SAMPARK. |

The interested bidders are strongly advised to visit the BSDM website www.skillmissionbihar.org for further details and knowledge about skill development programs and initiatives being implemented by Bihar Skill Development Mission.

Brief Description of Task

Bihar Skill Development Mission Society, a GoB initiative requires to maintain and strengthen its Financial Management and Accounting System along with statutory compliances, by taking the expert services on continuous basis by experienced CA firm at its Head Office. The assignment will be initially for 36 months which may be extended on the basis of performance.

Transition: The bidder will have to co-work with the current FMASC team for one-month transition period and has to submit inception report accordingly. The Current and New FMASC team will ensure smooth transition of all accounting and other records, files, Knowledge transfer, etc. between them. A Handing and Taking Over Documentation should be created between them and also one copy should be submitted to BSDM.

Scope of Work

The program expects that the consultant for this assignment should do following job:-

- A. The tasks will include the day to day Computerized maintenance of Accounts, Receipt and Payment processes, Maintenance of stock register, Preparation of Bank Reconciliation Statements, Preparation of all types of ledgers, preparation of half yearly and annual financial statements, responsibility for timely completion of various audits (PAG/Statutory audit) and day to day consultancy on Statutory compliances and all other associated/related tasks for preparation, management and control of BSDM Finance and Accounting Functions.
- B. Day to day consultancy, implementation and execution of Financial Management and Accounting activity of BSDM as explained below but not limited to:
 - Would assist in maintaining the accounts and preparing the year-end financial statements for the 2021-22, 2022-23 & 2023-24.
 - The assignment would include Regular accounting process and Updation, Supervision and Monitoring of the Accounts in the following areas (but not limited to) for all accounting years until March 2024:
 - i. Preparation of day to day accounting on Tally Software or other software as developed by BSDM
 - ii. Monitoring and Supervision of Accounts including budget.
 - iii. Processing and timely execution of all files related to Payment/receipts/expenses/income etc. (i.e. Payment management and receipt management)
 - iv. Maintaining all accounting ledgers, registers and formats as required for the sound accounting system.
 - v. Filing of TDS Returns and ensure deposit of Tax collected at source.
 - vi. Preparation of Bank Reconciliation and Inter Unit Reconciliation Statements;
 - vii. Bank Guarantee Tracking sheets and their timely renewal.
 - viii. Provide handholding support and assistance to sustain the accounting system and financial management.
 - ix. maintenance of all types of accounting records/reports as required statutorily or otherwise for day to day functioning.
 - x. Will ensure timely compliances of all statutory requirements including GST/Income Tax compliances;
 - xi. Will ensure maintenance of all statutory registers and record keeping;
 - xii. Assist in putting in place a mechanism so that the system can be maintained even after the completion of this assignment;
 - xiii. Preparation of the Utilization Certificate and Statement of Expenditure and submission of claims.
 - xiv. Preparation of response of audit paras and queries and resolution thereof.
 - xv. Preparation of Annual Reports of BSDM

The FMASC Team must ensure:

A. GENERAL:

- a) Reliability of the accounting record in conformity with the accounting standard.
- b) Adherence to the legal regularity requirements.

- c) Guidance on effective utilization of the fund in a systematic manner and timely submission of utilization certificates of all schemes.
- d) Checking and compliances in respect of all Taxes and other statutory matters.
- e) Create adequate Internal control System and Statutory checks on system of payment made to different Agencies
- f) Specific action should be taken to unresolved items, if any.
- g) Maintenance of all voucher and payments as per the standard rules & procedures.
- h) Assisting BSDM for convening meeting of Executive Committee and Governing Board.
- i) Compliances as per requirement of BSDM Management/ Executive Committee and Governing Board.
- j) Adequacy and development of balance finance module, if required, on BSDM Portal.

B. ACCOUNTS:

- a) Regular review of the cash & bank balances – physical verification, insurance coverage (if required), reasonableness of the balances maintained, reconciliation.
- b) Maintenance of ledgers and sub-ledgers for proper accounting and classification, reconciliation.
- c) Accounting of Fixed assets and CWIP, sale / disposal of assets, depreciation calculation.
- d) Regular review of physical verification of fixed assets and CWIP – and accounting treatment.
- e) Confirmation of balances of suppliers, creditors, employees and other parties.
- f) Payroll accounting.
- g) Loans and advances granted to employees' w.r.t (i) accounting (ii) Interest / accrued interest calculation (iii) reconciliation of sub-ledgers.
- h) Compliance with statutory provisions.

C. INVESTMENTS AND BORROWINGS

Maintenance with reference to standard procedure, delegation of powers, accounting and maintenance of proper records of Investments, Borrowings & Government Funding if any.

D. TAXATION

- a) Timely payment/reimbursement of GST/ TDS/ WCT / Labour Cess, Profession Tax & other taxes to be done appropriately.
- b) Compliances of Direct & Indirect Taxes.
- c) Compliance with respect to all applicable Statutory Provisions.

E. CONTRACTS

- a) Maintenance of all vouchers & payment. - Arithmetical accuracy, - Compliances with purchase order / Work order terms, - accounting treatment.
- b) Review the outstanding advances and actions taken for adjustments / recoveries.
- c) Compliance with statutory provisions.

F. In Conducting the FMASC Functions Special Attention Should be Paid to the Following:

- a) Funds should be spent in accordance with the condition laid down by the concerned disbursing authority, Government of Bihar/India from time to time with due attention to economy and efficiency, and only for the purpose for which the financing was provided.

- b) Goods and Services financed/procured should have been procured in accordance with the relevant procurement guidelines issued by the GoI/ State Government
- c) All necessary supporting documents, records and accounts should be kept in respect of the Mission
- d) All necessary supporting documents, records, and accounts should be kept in respect of all project transactions including expenditures reported.
- e) BSDM assets are adequately safeguarded and used solely for their intended purposes;

Outputs and Deliverables as mentioned but not limited to:

| Report | Due Date | Contents |
|--|---|--|
| Inception Report | Within 4 weeks of commencement of the assignment | As-Is situation of Accounting and record keeping Status of Bihar Skill Development Mission Society since the Incorporation of the Society. |
| Preparation of Computerized Accounts on Tally and Finalization of Accounts of the respective financial years along with preparation of annual reports. | As required as per statutory and other compliances. | As per the Accounting and Bihar Skill Development Mission Society norms. |
| Any other reports (as required time to time by BSDM or as per scope of work) | As required | As required |

Note: All reports must be submitted in English. Reports must be submitted in both print and electronic versions.

Annexure-I

(Affidavit on non-judicial stamp paper of Rs. 100/- or more by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Firm), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Firm) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.
4. We certificate that no partner of the above firm has been found guilty of professional/other misconduct by the Institute of Chartered Accountants of India under the First or Second Schedule of the Chartered Accountants Act, 1949 or is one against whom disciplinary sanction orders have been passed by the Public Companies Accounting Oversight Board. In case the firm has such partners, the firm provides details of such partners and certifies that they will not be associated with the audit in any manner.
5. We declare that the applicant/firm is independent of the entity to be audited and that we have no relationship with the entity to be audited (in particular, the auditor should not be employed by, serve to, or have any financial or close business relationship with the entity during the period(s) covered by the audit or immediately thereafter for a period of two years);

For and on behalf of
Signature:
Name:
Designation:
Date:
(Organization Seal)

Annexure-II (POA)

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by these presents that We.....
..... (name of the enterprise and address of the registered office do hereby irrevocably constitute,
nominate, appoint and authorize Mr/ Ms (name)
.....son / daughter / wife of
.....and presently residing at
.....who is presently employed with us and holding the position
of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name
and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in
connection with or incidental to submission of our Bid for the RFP Reference
No..... Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all
matters before the tendering authority including negotiations with the tendering authority, signing and execution of all
affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering
authority in all matters in connection with or relating to or arising out of our bid for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to
be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all
acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be
deemed to have been done by us.

IN WITNESS WHEREOF WE.....;
THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY
OF

For

{Signature, name, designation and address }

Accepted
.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

Note: A Firm Resolution Authorizing Representative as above will also suffice.

④

Bihar Skill Development Mission (BSDM)
Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Nityojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004
Email: biharskilldevelopmentmission@gmail.com Website: www.skillmissionbihar.org

Letter No. BSDM/RFP-57/2020-674

Date: 01.10.2021

To:

MS. KRA & CO

1st Floor, Shri Rat Complex

Opposite Nagri Bus Stand, Kothur-484101

Branch Office:

✓ 101 Bilaskunj Apartment

North of Income Tax

Kidwarpur, Patna-800001

Subject: Letter of Award (LOA) in pursuance of your selection with respect to RFP Name: RFP for Selection of CA Firm for appointment as Financial Management and Accounting Support Consultant in Bihar Skill Development Mission (BSDM), Govt. of Bihar (vide RFP No. BSDM/02/2021-2022, dated- 08.06.2021)


Dear Madam/Sir,

With reference to above subject matter, we are pleased to inform you that your firm has been selected for appointment as Financial Management and Accounting Support Consultant in Bihar Skill Development Mission (BSDM), Govt. of Bihar as per terms and conditions of the above said RFP and as per the financial bid submitted by your organization.

This LOA along with the RFP document and your consequent technical and financial bids will constitute a binding agreement between you and BSDM, till the time a formal contract is executed or in absence of execution of the same. You have to enter into an Agreement with the BSDM within 30 days of issue of this LOA.

You are required to submit a performance guarantee of Rs. 11,20,198/- (Rs. Eleven Lac Twenty Thousand One Hundred Ninety Eight Only) in the form of demand draft within 15 days of issuance of this LOA.

The initial duration of your assignment will be for 12 months, which will be further extended for the balance 24 months depending satisfactory performance. You are requested to please proceed to discharge your responsibilities and services as specified in the RFP document and as per terms of this LOA and start your services by deployment of your team within seven days of issuance of this LOA.


Mission Director
Bihar Skill Development Mission (BSDM)
Department of Labour Resources
Government of Bihar

Page 1 of 1

**INDIA NON JUDICIAL
Government of Bihar
e-Stamp**

| | |
|---------------------------|--|
| Certificate No. | : IN-BR063141733700RE1 |
| Certificate Issued Date | : 26-Oct-2021 02:00 PM |
| Account Reference | : NEWMPADD (SH) dsstmp17/ PATNA/ BR-PAT/ PTC |
| Unique Doc. Reference | : SUBIN-0NBBSH-VP-7344459621220091 |
| Purchased by | : KRA AND CO |
| Description of Document | : Not Applicable |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : Not Applicable |
| Second Party | : KRA AND CO |
| Stamp Duty Paid By | : KRA AND CO |
| Stamp Duty Paid (Rs.) | : 1,000 (One Thousand only) |
| Reg. Fee (Rs.) | : 0 (Zero) |
| LLH & P Fee (Rs.) | : 0 (Zero) |
| Misc Income Fee (Rs.) | : 0 (Zero) |
| Decong. SD (Rs.) | : 0 (Zero) |
| Total Amount (Rs.) | : 1,000 (One Thousand only) |



CONTRACT FOR

Selection of CA Firm for working as Financial Management and Accounting Support Consultant (FMASC) and for further strengthening of such existing system at BSDM (vide RFP No: BSDM/02/2021-2022 dated 08.06.2021)

This contract is made and executed at Patna on this 01st (Day) of November (Month), 2021, in pursuance of Letter of Award (LOA) vide Letter No.: BSDM/RFP-57/2020-674 dated 01.10.2021;

BETWEEN: [Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar (hereinafter called "the Client") addressed at A-Wing, 5th Floor Niyojan Bhawan, Bailey Road, Patna-800001, being represented by Mission Director, BSDM]

AND: M/s. KRA & CO, the selected CA Firm having Head office at 1st Floor, Shri Raj Complex Opposite Nagri Bus Stand, Kailasa-184101 and Branch Office at 101 Banskooj

Use not write or type below this line



KC 0003124845

1 of 6

मिशन-निर्देशक
बिहार कौशल विकास मिशन

5

Apartment, North of Income Tax Circle, Kidwaiपुरी- Patna-800001 (hereinafter referred to as "the Agency"), being represented by CA Manvinder Kaur, Partner of the M/s. KRA & CO]

And herein after will be referred as parties to the Contract.

WHEREAS:

A. the Client has hosted the RFP for selection of an Agency to provide certain services as defined in the Terms of Reference of the RFP (hereinafter called the "Services"); and
B. the Agency, by participating in the above RFP and having represented to the Client that they have the required professional skills, expertise, and personnel & technical resources, and upon their selection has submitted the required performance guarantee in pursuance of LOA, has agreed to provide the Services on the terms and conditions set forth in this Contract.

APPOINTMENT:

The BSDM hereby engages M/s. KRA & Co. as Financial Management & Accounting Support Consultant (FMASC) of BSDM to provide services (but not limited to) as defined in the Terms of Reference of the RFP and M/s. KRA & Co. hereby accepts such work, subject to the terms and condition of this contract.

NOW THEREFORE, in consideration of the mutual consent herein obtained, the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents and shall be deemed to form an integral part of this contract:

- a) This Form of Contract
- b) Letter of Award vide BSDM/RFP-57/2020-674 dated 01.10.2021
- c) Entire Request for Proposal (vide RFP No: BSDM/02/2021-2022 dated 08.06.2021)
- d) Technical and Financial Proposal of the selected bidder

This Contract constitutes the entire agreement between the Parties in respect of the Agency's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Sections 2 and 6.

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular


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(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

3. Errors in Specification: The Agency shall take no advantage on account of any error or omission in the specifications or scope of work. BSDM shall make such corrections and interpretations as and when required and as may be deemed necessary and the decision of Chief Executive Officer (CEO) BSDM, in this respect shall be final.

4. Construction and Legal Effect: The contract constitutes the entire understanding between the parties (the client and agency). No modification or any further addition to this contract shall have any effect unless made in writing and signed by both the parties hereto.

5. No Assignment: This contract or any part of it shall not be assigned or transferred by the agency, whether by operation of law or in any other manner, without prior consent in writing from the BSDM.


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

7. Heading: The headings shall not limit, alter or affect the meaning of this Contract.

8. Materials:

a) Any information/documents/records/reports/returns/data/supporting etc. (materials) given to/prepared or shared by the agency shall remain the sole property of the BSDM and shall not be allowed to be duplicated or distributed or otherwise published without the consent of the client.

b) The agency understands that any information and record provided to made available to them or prepared by them during the performance of this contract are considered confidential and shall not in any case be used for any purpose other than to perform the required services. Regardless of the type of information or material or data and its format, the agency agrees that it or any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of BSDM. Any copy of


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such records made during performance of services pertaining to this contract shall be returned to the BSDM upon the expiration of this contract.

9. Notices: Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address as specified in the contract or to address as intimated from time to time:

10. Indemnity: Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses, and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -

- a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein in the contract.
- b) failure to perform any obligations contained herein in the contract.
- c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements.
- d) any wilful misconduct or negligent acts arising under this contract by it or any of its officers, directors, employees or agents.

11. Termination

A. Termination by BSDM: BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of at least 30 days sent to the agency, terminate the contract in whole or in part:

- o If the agency fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BSDM; or
- o If the agency fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- o If the agency in the judgment of the BSDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- o If the agency commits breach of any condition of the contract
- o If the performance of the agency is not found satisfactory by the BSDM.
- o BSDM may also terminate the Contract, in whole or in part, at any time for its convenience.

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- o As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- B. Termination by Agency: The Agency may, by not less than 90 days written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- o The BSDM is in material breach of its obligations pursuant to this contract and has not remedied the same within sixty (60) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the BSDM of the Agency's notice specifying such breach
 - o If there are more than 03 un-paid invoices and BSDM fails to remedy the same within 90 days of the submission of the last un-paid invoice
 - o As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (30) days

Both the parties shall honour the commitment already entered, square up all the outstanding in terms of finance, material, deliveries etc. within a period of 30 days.

Despite termination, the agency shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and records in its possession or otherwise available to them.

12. Validity: The initial duration of the assignment will be for 12 months from the date of LOA, which will be further extended for the balance 24 months depending satisfactory performance.

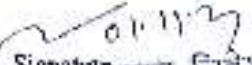
13. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the exclusive jurisdiction of Patna Court.

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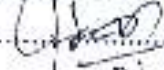
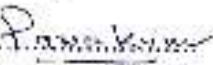


IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Client

01/11/21
Signature: 
Name: Arvind Kumar
Designation: Mission Director
Date:

Witness on behalf of Client

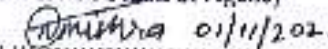
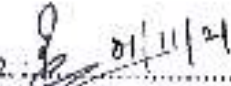
1.  01.11.2021
2.  01/11/21

For and on behalf of Agency


Signature
Name: Manvinder Kaur
Designation: Partner
Date: 02/11/2021



Witness on behalf of Agency

1.  01/11/2021
2.  01/11/21