

मध्यप्रदेश स्पेशल एण्ड रेसिडेंशियल एकेडमिक सोसायटी
(MPSARAS) भोपाल, मध्यप्रदेश


क्र./एमपीसरस/03/2020/

भोपाल दिनांक

सूचना

- संदर्भ:- 1. निविदा क्रमांक MPSARAS/03/CA/2020/999/BHOPAL DATE
14/08/2020 (2020_TAD_103067_1)
2. क्र./एमपीसरस/03/2020/1143 भोपाल दिनांक 02/09/2020

विषयांतर्गत संदर्भित क्रमांक से जारी निविदा आमंत्रण में उल्लेखित Pre Bid Meeting का आयोजन दिनांक 03/09/2020 समय 03:00 PM निर्धारित की गई थी। उक्त Pre Bid बैठक दिनांक 15/09/2020 को समय 03:00 PM को आयोजित होगी एवं Bid Submission हेतु पूर्व निर्धारित दिनांक 15/09/2020 के स्थान पर दिनांक 28/09/2020 की जाती है।


उपायुक्त सह उच्च सचिव
मध्यप्रदेश स्पेशल एण्ड रेसिडेंशियल
एकेडमिक सोसायटी (MPSARAS)

भोपाल

NOTICE INVITING TENDER

RFP No.: MPSARAS/03/2020/999 DATE:14/08/2020

Request for Proposal for Selection of Chartered Accountant (CA) Firms for providing Internal Audit Services to MP-SARAS.



**GOVERNMENT OF MADHYA PRADESH
TRIBAL WELFARE DEPARTMENT
(MP-SARAS)**

ISSUED BY:

**Secretary, Madhya Pradesh Special and Residential Academics Society
(MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462001
IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462004**

AUGUST-2020

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP Document, the Bidders should satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of RFP Document/ Issue of the RFP Document, it shall be considered that the RFP Document is complete in all respects.
2. The information contained in this RFP and subsequently provided to the Bidders (henceforth referred to as “**Bidder/s**”) verbally or in documentary form by Madhya Pradesh Special and Residential Academics Society (henceforth referred to as “**MP-SARAS**” in this document) shall form the integral part of this RFP.
3. Madhya Pradesh Special and Residential Academics Society (MP-SARAS) reserves the right to modify, amend or supplement this RFP Document.
4. While this RFP Document has been prepared in good faith, neither MP-SARAS nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this RFP document does not imply that MP-SARAS is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and MP-SARAS reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by MP-SARAS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and MP-SARAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.
7. This RFP is not an agreement or an offer by the MP-SARAS 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 & submission of their Proposals pursuant to this RFP.
8. This RFP may not be appropriate for all persons, and it is not possible for the

MP-SARAS and its employees to consider the objectives, technical expertise and particular 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. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

9. The MP-SARAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. The MP-SARAS and its employees/ advisors 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.
11. The MP-SARAS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
12. The MP-SARAS 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.

Place: BHOPAL

Date:

**Office of the Secretary, Madhya Pradesh Special and Residential Academics Society
(MP-SARAS) Bhopal (M.P)**

No/ 999 / MP-SARAS/ CA/ 2020-21/

BHOPAL DATE 20-08-20

**Detail Notice Inviting Tender for Engagement of Chartered Accountant Firm
(First Call)**

- 1.1** Secretary, Madhya Pradesh Special and Residential Academics Society invites Proposal from eligible Firms Registered as Sole Proprietorship Firm, a Partnership Firm or Limited Liability Partnership Firm/Company having registered office in India, for Selection of Chartered Accountant (CA) Firms for providing Internal Audit Services to MP-SARAS. Please refer the RFP document for details.
- 1.2** MP-SARAS shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MP-SARAS. Bidders shall submit bids in accordance with such terms and conditions on or before the date specified in this document. Bidders are advised to go the RFP/Bid Documents thoroughly and familiarize themselves with various arrangements required and all activities necessary for successful completion of the contract.
- 1.3** The details of the work are given under the scope of work in the RFP document.

The bidder may submit the Bids both Technical and Financial on or before prescribed date and time mentioned in the RFP Schedule and the Technical Bids shall first be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the Secretary, Madhya Pradesh Special and Residential Academics Society (MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462004IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462004

1.4 DUE DILIGENCE BY BIDDERS

Submission of bid by the Bidder shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

1.5 DOWNLOADING RFP DOCUMENTS

RFP document can be downloaded free of cost from the website of www.mptenders.gov.in and up to the scheduled date and time.

1.6 EARNEST MONEY DEPOSIT (EMD)

- 1.7.1** An EMD of **Rs. 1,00,000/- (Rs. One Lakh Rs. only)** to be deposited online through portal and copy of which to be scanned and to be uploaded with other technical documents as mentioned in the RFP. Failing to deposit EMD on or before the last date of submission of bids (RFP Due Date) shall lead to non -consideration of bid and its automatic rejection.

- 1.6.3 The EMD is refundable not later than 60 (sixty) days from the last date of bid submission, except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. The Bid shall be summarily rejected if it is not accompanied by the EMD. Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at MP-SARAS's sole discretion.
- 1.6.4 The EMD (bid security) of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder without any interest. MP-SARAS, will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon upon the EMD.
- 1.6.5 The EMD will be forfeited at the discretion of MP-SARAS on account of one or more of the following reasons:
- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
 - b. Bidder does not respond to requests for clarification of its proposal.
 - c. In case of a successful Bidder, the said Bidder fails to sign the Agreement in time.
 - d. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

1.7 PERFORMANCE SECURITY/GUARANTEE

- 1.7.1 The Performance Security/ Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Secretary, MP-SARAS in the format appended to the RFP at ANNEXURE-IV.
- 1.7.2 The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (RFP/bid amount).
- 1.7.3 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.
- 1.7.4 The BG shall be valid for a period of 36 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.

1.7.5 The bidder will also be required to further extend the BG, in case the MP-SARAS extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).

1.7.6 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, MP-SARAS reserves the rights to terminate the contract, and forfeit the BG.

1.8 VALIDITY OF THE BID

The Bid shall be valid for a period of 120 days from the date of opening of financial bid.

1.9 MP-SARAS reserves the right to reject the whole or any part of the offer made as per the Bid without assigning any reason.

1.10 RFP SCHEDULE

S. No.	Information related to Bid Process	Details
1	Publication of RFP/Bid Document	25/08/20
2	RFP Document Fee	5,000
3	Earnest Money Deposit (EMD)	Rs. 1,00000/- (Rs. One Lakh Rs.)
4	Last date of Pre- bid Quarries	02/09/2020 at 3:00 PM on emrs.ctd@mp.gov.in
4	Pre bid date and pre-bid meeting	03/09/2020 at 3:0 PM
	Start Date & time of Bid Submission.	05/09/2020 at 11:0 AM
5	Last Date & time of Bid Submission.	15/09/2020 up to 06:00 PM
6	Bid validity period	120 days from RFP due date/last date of bid submission
7	Contact person and email id	PRASHANT SHRIVASTAVA, Executive Engineer E mail: prashant.shrivastava@mp.gov.in
8	Opening of Technical Bid Due Date - date, time and venue	17/9/2020 at 04:30 pm in the office of Secretary, Madhya Pradesh Special and Residential Academics Society (MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462001
9	Opening of Financial Bid	After evaluation of Technical Bids Date shall be intimated accordingly.

S. No.	Information related to Bid Process	Details
10	Letter of Award (LOA)	After finalizing the bid process Date shall be intimated accordingly
11	Signing of Agreement	In due course to be conveyed as per LOA.

- 1.11** MP-SARAS will not be responsible for delay in online submission due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 1.12** The MP-SARAS reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 1.13** No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the MP-SARAS and the successful bidder.
- 1.14** MP-SARAS disclaims any factual/or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein.
- 1.15** **BRIEF DESCRIPTION OF BIDDING PROCESS**
The MP-SARAS has adopted two stages bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the work. The Bidder **will be selected under Least Cost Selection (LCS)** method as described in this RFP.
- 1.16** Under this process, the Bid shall be invited under two stages- In stage one, eligibility along with submission of EMD (bid security) and technical capability of the bidder shall be first examined based on the details submitted under the Technical Bid with respect to eligibility criteria stipulated in this RFP. The Financial Bid under the second stage shall be opened of only of those shortlisted Bidders whose Technical Bids are responsive to eligibility as prescribed in this RFP.
- 1.17** The sole criterion for selection of the work is **the lowest Financial/Price bid** of the shortlisted Bidder based on the Technical Parameters. In the event of more than one bidder quote the same financial price (Bid Price), MP-SARAS may call those bidders (limited to only such bidders) before the Technical Evaluation Committee (TEC)/GM (F/A) for negotiation/ resubmission of the financial Bid. In such a case, the firm that offers the lowest Bid Price will be the selected for the work.
- 1.18** The documents and any addendum issued subsequent to this RFP document, will be deemed to form part of the Bidding Document.

DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Financial Bid/Price Bid/Commercial bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this RFP Document/Bid Document, in accordance with the terms and conditions hereof;

“Bidder/Shortlisted bidder/ Bidding Company” Bidder means any firm offering the solution(s), service(s) and/ or materials required in the RFP call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client MP-SARAS signs the contract for rendering of goods and services. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this RFP Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“RFP Document/Bidding Document” shall mean the bidding document issued by MP-SARAS including all Formats & Annexures/ Forms etc. and also including all amendments / clarifications thereof;

“MP-SARAS” shall mean Secretary, Madhya Pradesh Special and Residential Academics Society (MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462001

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by MP-SARAS as per the term and conditions of Bid document;

“RFP due date/Last Date of Bid Submission” shall mean the last date and time for submission of Price Bid in response to this Bid as specified in RFP Schedule including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by MP-SARAS during execution of Contract.

“The Government” means the Government of Madhya Pradesh.

“The Deliverable” means all the all the material/services, which the Selected bidder/Service Provider is required to supply and provide to the MP-SARAS under the Contract;

“LOA” means Letter of Award;

“Day” means calendar day;

“Week” means calendar week; **“Month”** means calendar month; **“Year”** shall mean the Calendar year.

Online Bid/Bid means formal offer made in pursuance of this RFP in electronic format.

Applicable Law means the Contract shall be interpreted in accordance with the laws of India.

Client means the MP-SARAS.

“Commencement/Operational Date” means the date **on** which the firm deploys the trained and experienced man-power which is **within 07 days** from the date of Execution/Signing of the Agreement, in accordance with the provisions of this Agreement, and such date shall be the date of Commencement of the Contract Period of the Agreement;

“MP-SARAS Representative” means such person or persons as may be authorized in writing by the MP-SARAS to act on its behalf under the Agreement and shall include any person or persons having MP-SARAS to exercise any rights or perform and fulfil any obligations of the MP-SARAS under the Agreement;

“Contract Period” means 02 years (24 months) period starting on and from the Commencement date.

“Cure Period” means the period specified in the Agreement/RFP for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

- a.** Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and
- b.** Not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement.

Service Provider means the firm with whom Contract has been entered for providing the solution under this contract as named in RFP/Technical specifications/scope of work.

Contract means the agreement entered into between the MP-SARAS and the Service Provider (Successful Bidder), as recorded in the Contract signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract/Bid Price means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.

Bidder’s Representative means the duly authorized representative of the Service Provider, approved by the Client and responsible for the Service provider’s performance under the contract.

Financial Bid/Price Bid, or the Price Bid means the part of offer that provides price schedule.

Goods and Services mean the solution(s), service(s), materials or a combination of them in the context of the RFP and specifications.

Performance Security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

Technically eligible and Technical Bid means that part of the offer that provides information to facilitate assessment, by MP-SARAS, professional, technical and financial standing of the bidder, conformity to specifications etc.

Project Plan/Work Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

Specification means the functional and technical specifications or statement of work, as the case may be.

RFP Call or Invitation for Bids means the detailed notification seeking end to end solution.

Two Stage Bid/Two Bid System means the EMD Proof along with Technical Bids and the Financial Bid are submitted separately online only and their evaluation is sequential.

“GOI” or “Government” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator encouraged in the same type of undertaking as envisaged under this agreement and which would be expected to result in the performance of its obligations by the Project Developer cum Licensee in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Rs. or “Rupees” means the lawful currency of the Republic of India;

“Scope of the Project” shall have the meaning set forth in RFP document.

“Service Levels” shall have the meaning as set forth in RFP document.

“State” means the State of Madhya Pradesh and **“State Government”** means the government of that State of Delhi;

“Taxes” means any Indian taxes including excise duties, custom duties, **GST**, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

“Termination” means the expiry or termination of this Agreement and the Contract hereunder;

“Termination Notice” means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

CHAPTER-III

BACKGROUND INFORMATION ON REQUEST FOR PROPOSAL FOR SELECTION OF CHARTERED ACCOUNTANT (CA) FIRMS FOR PROVIDING INTERNAL AUDIT SERVICES TO MP-SARAS.

ABOUT MP-SARAS

Eklavya Model Residential society (New name is MP-SARAS) started in the year 1997-98 to impart quality education to Tribal children in remote areas in order to enable them to avail of opportunities in high and professional educational courses and get employment in various sectors. The schools focus not only on academic education but on the all-round development of the students. Each school has a capacity of 480 students, catering to students from Class VI to XII.

In order to give further impetus to MP-SARAS, it has been decided that by the year 2022, every block with more than 50% Tribal population and at least 20,000 tribal persons, will have an MP-SARAS. Eklavya schools will be on par with Navodaya Vidyalaya and will have special facilities for preserving local art and culture besides providing training in sports and skill development.

MP-SARAS is seeking to hire a Chartered Accountant (CA) firm with focus on regular internal audit of the office(s) to assess, review, recommend and comment in respect of effectiveness & efficiency of accounting, financing, operation & maintenance functions and procedural compliance at all the schemes and internal department accounts.

The CA firm would be required to ensure prevention, by early detection, of misappropriation, fraud, irregularities, negligence, etc. and establish an effective internal audit and control system thereby achieving the objectives specified in the administration and Operational Plans.

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SCOPE OF WORK AND TERMS OF REFERENCE

Scope of Services

An indicative list of services which would be expected to be offered by the selected Chartered Accountant (CA) Firm for providing Internal Audit Services to MP-SARAS are as follows:

- i. Review and verification of all payments and receipts of MP-SARAS.
- ii. Review and verification of all accounting entries/records/vouchers/ledgers including subsidiary ledgers and other necessary documents/reports.
- iii. Preparation and finalization of Books of Accounts of the Society as per Established Act and Income Tax Act.
- iv. Verification of the Cash Book and Bank book on fortnightly basis.
- v. Preparation of quarterly receipt and payment statement to be placed before the Board.
- vi. Preparation of the Details, Verification of accuracy of TDS deduction, payments and returns filed in prescribed forms with tax authorities, Return Filing of TDS/TCS.
- vii. Filling of Income Tax return.
- viii. Review and verification of all day to day financial transactions.
- ix. Assistance in formulation and maintaining appropriate internal control system for financial matters in MP-SARAS.
- x. Verification of daily report submitted by operators.
- xi. Suggestion/ advice for the deposit of Advance Tax to avoid penalty.
- xii. Internal Audit to be done weekly during office hour and to provide assistance on requirement basis.
- xiii. Preparation of Quarterly Internal Audit report for Board meeting.
- xiv. Statutory Compliance like GST, EPF, TDS, VAT, TCS etc.
- xv. Provide necessary suggestions for efficient income tax planning.
- xvi. Provide necessary input/suggestion to routine accounting agency(ies)/ MP-SARAS employees for maintaining/improving internal control procedure.

- xvii. Review, Verify and necessary support to the respective sections/designated person/designated agencies for compliance of various statutory compliances & formalities.
- xviii. Necessary support services to statutory auditors, government auditors including CAG auditors and investigator, as appointed by any government authority.
- xix. Any other work required to be performed by the Firm for providing Internal Audit Services to MP-SARAS.
- xx. One personnel, well conversant with the working of Company, be posted on full time basis to assist in the day-to-day working of the MP-SARAS.

4.1 CONTRACT PERIOD

The Contract to the Chartered Accountant (CA) Firms for providing Internal Audit Services to MP-SARAS shall be awarded for a period of Two (02) years, which may be extended for two year depending on the performance of the successful bidder and requirement of MP-SARAS at the sole discretion of Secretary MP-SARAS. However, if the performance of the CA firm is not found to be satisfactory by MP-SARAS, the contract may be terminated earlier by giving termination notice to the firm. The firm shall provide all services specified in Technical Specifications/scope of work and in the bid in accordance with the highest standards of professional competence and integrity. MP-SARAS reserves the right to require the replacement of any staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of MP-SARAS.

INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA**5.1 ONLINE PROPOSAL/BID SUBMISSION**

The bidder is responsible for registration of the e-procurement portal of Govt. of Madhya Pradesh <https://mptenders.gov.in> at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

5.1.1 The mode of RFP is online and shall be two bid/stage system

Technical bid

Financial Bid

The bidder has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

5.1.2 The Bidder shall submit the proposals online as described below:

Pre-qualification and Technical Bid/ Proposal-Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: "PQ and Tech bid for Selection of CA firm.

5.1.3 Financial Proposal/Price *bid-submit online only*

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this RFP document online.

5.1.4 Upon selection, the bidder shall be required to enter into an agreement with MP-SARAS in the format specified in this RFP document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.**5.1.5** Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.**5.1.6** The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the RFP. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.**5.1.7** Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by MP-SARAS through the Selection Process specified in this RFP document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that MP-SARAS's decisions are without any right of appeal whatsoever.

5.2 ELIGIBILITY CONDITIONS FOR FIRMS

Firms fulfilling the eligibility criteria as listed below should apply. Any form of Joint Venture/ Consortium of Firms will not be allowed for participation in the selection process. The eligibility criteria are as follows:

- i. The CA (Chartered Accountants) Firm should be a Practicing Firm.
- ii. The CA Firm should be in Practice for a period of 5 Years or more and empaneled with CAG (as per the Certificate of CAG and Firm Status Card as on 01/01/2017 as per ICAI).
- iii. Have at least three full time partners, out of which one should be FCA. (Provide Member status card for each member).
- iv. The CA Firm should have experience of providing similar services to at least 2 (Two) Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in last 5 years. (Work order or completion certificate to be provided).
- v. Have average professional receipts of Rs. 50.00 (Fifty) Lakhs or above in the last 3 financial years 2016-2017,2017-2018,2018-2019 (financial statements signed by the Chartered Accountant and ITRs to be submitted).
- vi. Have Head/Branch Office at Bhopal. (Proof of Branches must be produced.) or submitted undertaking for “The selected firm to keep their camp/Branch office in Bhopal within 15 days”
- vii. Have a valid GST Registration.
- viii. Should have never been issued notice for failure to submit deliverables and cancellation of work order/ forfeiture of EMD etc. by any Government/ semi Government/Autonomous entities. (A self-declaration to be submitted on the letter head of the firm)
- ix. Should not have been barred from appointment by any government and/or semi government entities. (A self-declaration to be submitted on the letter head of the firm).
- x. Should submitted Receipt of Tender fees and EMD.
- xi. Should submitted Income Tax Return of the bidder during the last 3 financial years (2018-19,2017-18& 2016-17)
- xii. Have a valid GST Registration and copy of GST return of last 01 financial year.

Note: To confirm that the Bidder fulfils the prescribed eligibility criteria on technical parameters the scanned documents in support of above are to be up-loaded with the technical bids.

5.3 Pre- Bid Meeting

Applicants requiring any clarification with regard to the RFP may send their queries to MP-SARAS in writing before 17/08/20 to pre-bid meeting through mail or through email emrs.ctd@mp.gov.in. A pre-bid meeting shall be held on 03/09/2020 at 03.00 P.M. to clarify the queries that the applicants may have. The venue of pre-bid meeting will be: **Secretary, Madhya Pradesh Special and Residential Academics Society (MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462001**

The minutes of pre-bid meeting incorporating the clarifications will be uploaded on the MP Tender Portal website www.mptenders.gov.in and shall form the part of RFP.

5.4 ACKNOWLEDGEMENT BY THE BIDDER

It shall be deemed that by submitting the RFP, the Bidder has-

- i. Made a complete and careful examination of the RFP Document
- ii. Received all relevant information requested from MP-SARAS
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of MP-SARAS or relating to any of the matters.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

5.5 RIGHT TO REJECT ANY RFP

- i. Notwithstanding anything contained in this RFP document, Secretary MP-SARAS reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the clause, MP-SARAS reserves the right to reject any RFP if- at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by MP-SARAS, the supplementary information sought by MP-SARAS for evaluation of the RFP.
- ii. Misrepresentation/ improper response by the Bidder may lead to the disqualification.

5.6 CLARIFICATIONS TO QUERIES

Bidders requiring any clarification on the RFP may send their queries to MP-SARAS in writing through e-mail so as to reach before the pre-bid meeting date mentioned in the Schedule of RFP Process.

- a. MP-SARAS shall endeavor to respond to the queries within the period specified therein. MP-SARAS will post the reply to all such queries on e-tender portal website and MP tender website www.mptenders.gov.in .
- b. MP-SARAS reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause

5.7 AMENDMENT TO RFP DOCUMENT

At any time prior to the deadline for submission of RFP, MP-SARAS may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/Amendment and posting it on the MP tender website www.mptenders.gov.in of Govt. of Madhya Pradesh give the Bidders a reasonable time for taking an amendment into account, or for any other reason, MP-SARAS may, in its sole discretion, extend the last date of bid submission.

5.8 NON -TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

5.9 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original RFP documents. If the bidder has any observations, the same may be intimated before the pre-bid meet. Bidders are advised not to make any corrections, additions or alterations in the original RFP documents. If this condition is not complied with, RFP is liable to be rejected.

5.10 LAST DATE OF SUBMISSION OF BID

The bid duly filled must be received by MP-SARAS at the address specified not later than the date and time mentioned in the RFP Schedule. Bid received later than the deadline prescribed for submission of RFP by MP-SARAS will be rejected.

5.11 WITHDRAWAL OF BID

No RFP can be withdrawn after submission and during bid validity period. Submission of a bid by a bidder implies that he had read all the RFP document including amendments if any, visited the site and has made himself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

5.12 CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the Bids, MP-SARAS may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the RFP shall be sought or permitted. The above clarification for submission of the details shall form part of the RFP and shall be binding on the bidder.

5.13 CANVASSING

No bidder is permitted to canvass to MP-SARAS on any matter relating to this RFP. Any bidder found doing so may be disqualified and his bid may be rejected.

5.14 PROCESS OF SUBMISSION OF BID DOCUMENTS

- Bidders shall submit the technical RFP online at <https://mptenders.gov.in> on or before RFP due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.
- i. The Technical bid shall not include any financial information relating to the Financial RFP. In case financial bid is given with technical bid documents it shall be summarily rejected.
 - ii. The Bidder shall provide all the information sought under this RFP document, MP-SARAS would evaluate only those RFPs that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The RFPs shall be submitted online only.
 - iii. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the RFP shall be initialed by the person(s) signing the RFP. The RFPs must be signed by the authorized signatory (the “Authorized Signatory”).
 - iv. Bidders should note the RFP due date (last date of submission of the bid), as specified in the RFP

schedule, for submission of RFPs. Except as specifically provided in this RFP, no supplementary material will be entertained by MP-SARAS, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of RFP due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.15 While submitting the bid, it may be noted that:

- i. In case, the day of bid opening is declared Holiday by Government of Madhya Pradesh, the next working day will be treated as day for opening of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. MP-SARAS will NOT be responsible for any delay on the part of the vendor in submission of the RFP bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- v. Conditional RFPs shall NOT be accepted on any ground and shall be rejected straightway.
- vi. When deemed necessary, MP-SARAS may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the RFP submitted or price quoted. This would also not mean that their quote has been accepted.
- vii. No enquiry shall be made by the bidder during the course of evaluation of the RFP, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of MP-SARAS can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.16 BID EVALUATION PROCESS

MP-SARAS shall open the Technical bid on the RFP due date as specified in RFP Schedule in the presence of the Bidders who choose to attend. The Technical bid shall be opened first.

After the technical evaluation, MP-SARAS shall open the financial bid only technical qualified bidders.

5.17 BID EVALUATION COMMITTEE

The bid evaluation committee constituted by MP-SARAS shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

5.18 PRE-QUALIFICATION EVALUATION

Pre - qualification bid documentation shall be evaluated as under:

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.
- c. MP-SARAS may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. **TEST OF RESPONSIVENESS:** The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.
- e. MP-SARAS shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the MP-SARAS. In case of RFPs containing any conditions or deviations or reservations about contents of RFP document, MP-SARAS may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the RFP shall be treated as non-responsive. MP-SARAS decision regarding responsiveness or non- responsiveness of a RFP shall be final and binding.
- f. MP-SARAS reserves the right to verify all statements, information and documents, submitted by MP-SARAS in response to the RFP. The lack of such verification by MP-SARAS shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of MP-SARAS there under.
- g. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false

Request for Proposal for Selection of Chartered Accountant (CA) Firms for providing Internal Audit Services to NDMCSCL.

information, the Bidder shall be disqualified forthwith if not yet issued LOA and if the selected bidder has already been issued the LOA or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by MP-SARAS without MP-SARAS being liable in any manner whatsoever to the Selected Bidder.

5.19 FINANCIAL/PRICE BID EVALUTION

- i. The Financial RFP shall be submitted online and digitally signed in the formats at **ANNEXURE I** (the "**Financial PROPOSAL/FINANCIAL BID/PRICE BID**") clearly indicating the total cost of the Work-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial RFP, the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on MP tender Portal www.mptenders.gov.in in the prescribed format.
- ii. The financial bid of the only technically eligible and qualified firm / bidder shall be opened. The bidders who technically qualifies will only be eligible for financial bid opening. **The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.**
- iii. All charges including administrative cost, monthly salaries/ wages and benefits to the staff, AMC and taxes, if any (Service Tax excluded in the price bid) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.
- iv. While submitting the Financial RFP, the Bidder shall ensure the following:
 - a. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial RFP, it shall be considered non-responsive and liable to be rejected.
 - b. All applicable taxes/levies shall be **Included** in the financial bid and calculated as per applicable laws. Service Tax/GST will be reimbursed to the service provider as per actual All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the RFP Document and submit the total cost in the Financial Bid.
 - c. That the "Contractor/Service Provider" shall account for the Minimum Wages, fringe benefits and administrative Charges/ professional charges as well as the maintenance charges as per the rate quoted in the price bid.
 - d. Prices quoted will be firm for the period of two Year.

5.20 CONTRACT FINALIZATION AND AWARD CRITERIA

- i. MP-SARAS notify the selected bidder, through a Letter of Award (LOA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.
- ii. Within 07 (seven) days of issue (LOA) of the Letter of Award, the successful Bidder shall sign the contract and the selected bidder will deploy the man-power/call agents and supervision/system administrator within 07 (seven) days of signing the agreement, failing which the LOA/Work order will be liable for cancellation.

5.21 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising MP-SARAS in relation to matters arising out of, or concerning the Selection Process. MP-SARAS shall treat all information, submitted as part of the RFP, in confidence and shall require all those who have access to such material to treat the same in confidence. MP-SARAS may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or MP-SARAS or as may be required by law or in connection with any legal process.

5.22 VALIDITY OF THE RESPONSE TO RFP DOCUMENT

The Bidder shall submit the response to RFP Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. MP-SARAS reserves the right to reject any response to RFP Document which does not meet the mentioned validity requirement. MP-SARAS may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

5.23 RIGHT OF MP-SARAS TO REJECT A BID

MP-SARAS reserves the right to reject any or all of the responses to RFP Document or cancel the RFP Document without assigning any reasons whatsoever and without any liability.

5.24 The bidder should upload the copies of documents/information, annexures duly indexed and numbered for easy reference.

5.25 All annexures duly filled in from I to VII to be uploaded with the technical bid. (Price bid to be uploaded separately and not with technical bid document)

GENERAL TERMS AND CONDITION OF THE AGREEMENT

6.1 AWARD OF WORK AND EXECUTION OF AGREEMENT

After selection of the bidder, a Letter of Award (the “LOA”) for appointment of CA firms for a period of two (02) years shall be issued, in duplicate, by MP-SARAS to the Selected Bidder and the Selected Bidder, within 07 (seven) days of the receipt of the LOA, shall execute an Agreement as prescribed in this RFP after furnishing the Performance Security in the form of Bank Guarantee, on a non-judicial stamp paper of Rs. 1 000/- as per the prescribed format provided by MP-SARAS. Failure to execute the contract is liable to result the rejection of the work order.

6.2 DEPLOYMENT OF MAN-POWER

The selected firm would be solely responsible for deploying sufficient personnel for smooth execution of the Assignment in time bound manner. The manpower deployment at the designated location of the MP-SARAS would be the sole responsibility of the selected firm.

The designated Chartered Accountant, Company Secretary and Supporting Staff would require to report and station at office of the MP-SARAS, as and when required, for completion of the Assignment. However, the selected firm would be solely accountable for correctness of their deliverables and timely completion of the assignment.

It is further stated that one personnel, well conversant with the working of CA, be posted on full time basis to assist in the day-to-day working of the MP-SARAS.

6.3 EXTENSION OF COMPLETION PERIOD

In case the deployment of manpower mentioned in the RFP document mentioned is not successfully deployed within seven (07) days of the execution of the agreement, then an extension of 15 days may be granted subject to recovery of liquidated damage @ 0.5% per week. The failure on part of bidder to deploy successfully the man-power described in the RFP even after the expiry of the 15 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security.

6.4 LIQUIDATED DAMAGES

If the Service Provider fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the MP-SARAS shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed deployment of man-power or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual deployment of man-power, up to a maximum deduction of 10% (Ten percent) of the total contract price.

6.5 USE OF CONTRACT DOCUMENT AND INFORMATION

The Bidder/Service Provider shall not, without the MP-SARAS prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the MP-SARAS in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

6.6 AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

6.7 PAYMENT TERMS

The payment structure is on Monthly basis & fees shall be paid upon the invoice raised by the selected firm. The Firms are required to quote the yearly fee for professional service. The rates quoted will be inclusive of travelling expenses, communication expenses and all other out of pocket expenditure relating to the said assignments. However, the service tax/GST shall be paid separately at the applicable rate.

6.8 PERFORMANCE SECURITY DEPOSIT

Performance Security/ Performance Bank Guarantee (PBG) towards Security: The Performance Security/ Guarantee will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the MP-SARAS in the format appended to the RFP at **ANNEXURE-III**

- i. The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (Bid amount) and shall be released after Six (06) months of successful completion of the project subject to realization of liquidity damages if any by the MP-SARAS.
- ii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 30 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.
- iii. The bidder will also be required to further extend the BG, in case the MP-SARAS extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
- iv. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, MP-SARAS reserves the rights to terminate the contract, and forfeit the BG.

6.9 APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have exclusive jurisdiction of dispute, if any, arising of the present contract.

6.10 TERMINATION FOR DEFAULT

The MP-SARAS reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the MP-SARAS on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii. The bidder goes into liquidation voluntarily or otherwise
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v. If the service provider/firm, in either of the above circumstances, does not remedy his failure within a period of 15 days-**Cure Period** (or such longer period as the MP-SARAS may authorize in writing) from the date of issue of default notice from the MP-SARAS.
- vi. If the Bidder, in the judgment of the tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

*“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 MP-SARAS and includes collusive practice among BIDDERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the MP-SARAS of the benefits of free and open competition.*

- vii. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract -even after grant of extension, the MP-SARAS reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the MP-SARAS may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- viii. MP-SARAS reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

6.11 CONSEQUENCES OF TERMINATION

In Circumstances mentioned above the tendering Authority may forfeit the security deposit /Guarantee.

6.12 NOTICES ON DEFAULT

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the

other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.13 TERMINATION FOR INSOLVENCY

MP-SARAS may at any time terminate the Contract by giving written notice to the Bidder/firm/service provider, if the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the MP-SARAS.

6.14 FORCE MAJEURE

- 6.14.1 Notwithstanding the provisions of RFP, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.14.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by MP-SARAS and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.14.3 In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, MP-SARAS has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.14.4 If a force majeure situation arises, the Successful Bidder shall notify MP-SARAS in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify MP-SARAS not later than 3 days of cessation of force majeure conditions. After examining the cases, MP-SARAS shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, MP-SARAS has the right to terminate the contract in which case, the PBG shall be refunded to him.
- 6.14.5 If a force majeure situation arises, the Successful Bidder shall notify MP-SARAS in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify MP-SARAS not later than 3 days of cessation of force majeure conditions. After examining the cases, MP-SARAS shall decide and grant suitable additionaltime for the completion of the Work, if required.

6.15 DISPUTE RESOLUTION AND ARBITRATION

- 6.15.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint

discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Secretary, MP-SARAS or his/her nominee whose decision shall be final and binding on both the parties to this contract.

6.15.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

6.15.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at BHOPAL only.

6.16 JURISDICTION OF COURT

The courts at BHOPAL shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. Successful Bidder's Obligations

6.17 SUCCESSFUL BIDDER LIABILITY

Successful Bidder hereby accepts full responsibility and indemnifies MP-SARAS and shall hold MP-SARAS harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contractors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify MP-SARAS and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.18 INDEMNITY AND INSURANCE

The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.19 RESPONSIBILITY & LIABILITY FOR THE MAINTENANCE AND OPERATIONS

The service provider/firm shall assume full responsibility and liability for the deployment of CA firms and facilities and shall indemnify and hold MP-SARAS harmless from all liability and expense on account of any and all damages, claims.

The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free MP-SARAS from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold MP-SARAS responsible or obligated.

6.20 CONFIDENTIALITY OF MP-SARAS DATA

The Successful Bidder will treat as confidential all data and information about MP-SARAS, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MP-SARAS.

6.21 GOVERNING LANGUAGE

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.22 LIMITATION OF LIABILITY

The aggregate liability of the Successful Bidder to MP-SARAS, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value provided, however, that this limitation shall not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

6.23 TAXES AND DUTIES

All Taxes/Service Tax/levies excluding as applicable.

6.24 SEVERABILITY

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.25 COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

6.26 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES

This contract is not intended & shall not be construed to confer on any person other than MP-SARAS & Successful Bidder hereto, any rights and / or remedies herein.

6.27 COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the applicable labour laws and statutory requirements, including ESI, Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952

etc. That the Contractor/Service Provider/Firm shall pay wages (not less than the minimum wages) to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of Madhya Pradesh.

6.28 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in RFP Document or the Contract Document, the RFP in Authority's interpretation of the clauses shall be final and binding on all parties.

ANNEXURE-I**FINANCIAL/PRICE BID SCHEDULE**

Financial/Price Bid Format to be submitted online through MP tender Portal only.

Item (1)	Qty. (2)	(Unit in months) (3)	Unit Rate (in Rs.) (4) for one year without GST	Total Amount (in Rs.)
Per year rate for Selection of Chartered Accountant (CA) Firm for providing Internal Audit Services to MP-SARAS	1	year		
Total Amount (All Taxes/levies included) GST will be reimbursed to the service provider as per actual.				

Authorized Signature

Name and Designation of Signatory:

Name of Firm: _____

Address: _____

CONTRACT AGREEMENT

This Agreement is made on this between M/s **Firm name**..... having its registered office at **Address of the Firm** through its Designated Officer with **name** (hereinafter called the Service Provider which expression shall mean and include its successor, assignees and nominees) of the one part and Secretary Madhya Pradesh Special and Residential Academics Society (MP-SARAS) IInd Floor, Satpura Bhawan, Arera Hills, Bhopal-462001 **through its Deputy Commissioner Shri (hereinafter called the MP-SARAS) of The other part.**

Whereas the MP-SARAS under consideration of the offer made for made pursuant to the NIT No..... agreed to allow the Service Provider to provide the services of Chartered Accountant (CA) Firm vide Letter of Award No. **with date**..... as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Service Provider Firm (The successful bidder who has been issued the letter of Award (LoA dated.....) shall upon and conditions shown in the NIT and the Letter of Award and other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the RFP document.
2. The Service Provider Firm shall deposit Performance Security/ Guarantee as Cash Security/Bank Guarantee equal to 10% of the value of the contracted amount. The earnest money deposited shall be adjusted towards Performance Security/ Guarantee money.
3. That the goods/services to be provided by the Service Provider shall be confirming with the quality and specifications given in the Letter of Award and sample shown to, shall be delivered to the officer In-charge, Secretary, MP-SARAS, BHOPAL free of charge.
4. That the /services goods shall be delivered strictly within the period specified in the Letter of Award/RFP and the time is the essence of the contract. If the supplier fails to deliver the services or any instalment thereof within the period fixed for such deliveries, the MP-SARAS shall have the right to arrange the supply/services from elsewhere in the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the MP-SARAS shall recover from the Supplier as liquidated damages and not by way of penalty, a sum equivalent to half percent (0.5%) of the price bid for the services which the supplier fails to deliver within the specified **Delivery Period/execution (as per work order)/RFP T&C** of the expiry of the prescribed delivery period of the undelivered goods/services for every 07 seven days or part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply.
5. That in case the goods/service ordered do not conform with the quality and specifications given in the work/supply order and not delivered within the stipulated period, Secretary, MP-SARAS shall have the right to reject all or any part of the goods/services so offered and whose decision in this respect shall be final and binding.
6. That in case the Service Provider/Successful Bidder is not willing to execute the order or breaches any terms and conditions of the contract/agreement, MP-SARAS may not only forfeit part or whole of security deposited, but shall have the option to purchase or procure services from another

Source/Service Provider and recover the difference in the price actually paid and that payable to the Service Provider firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of the Chairperson, MP-SARAS or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.

7. The Terms and conditions of the Bid/RFP documents have been agreed upon by both the parties and signed and added to this agreement.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

Witness:

For and on behalf of MP-SARAS

1.

**For and on behalf of Firm Signature
and Capacity with Seal**

2.

For and on behalf of MP-SARAS

Witness:

For and on behalf of Firm 1.

2.

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the Madhya Pradesh Tribal Welfare Residential and Ashram Educational Institutions Society (hereinafter called 'the MP-SARAS') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of Letter of Award No. _____ Dated _____ made between MP-SARAS _____ **and M/s Firm name** for the **Name of work** _____ (hereinafter called 'the said Agreement') of Performance Security/ Guarantee for the due fulfillment by the said Contractor/Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to the MP-SARAS an amount not exceeding of Rs. _____ (Rupees Only) on demand by MP-SARAS.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the MP-SARAS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s)/Service Provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the MP-SARAS any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MP-SARAS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the MP-SARAS certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) / Service Provider and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.

5. We, Bank name with address, further agree with the MP-SARAS that the MP-SARAS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or from time to time ant of the powers exercisable by the MP-SARAS against the said Contractor(s)/Service Provider and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the MP-SARAS or any indulgence be the MP-SARAS to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Service Provider.
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the MP-SARAS in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the MP-SARAS. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the MP-SARAS extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, MP-SARAS reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 20.

For

(Indicate name of Bank)

Bidder's Experience of Relevant Projects**ANNEXURE-IV**

1.	Projects Name	
2.	Client Name and Address with Contact Details	
3.	Location	
4.	Start Date	
5.	End Date	
6.	Description of Actual Services Provided by your staff	
7.	Present Status of the Project	

N.B: Work order and/or approval copy/ completion certificate shall be attached.

(Signature of Authorized Person with Seal)

Date:

Curriculum Vitae of Proposed Team Members (Key Personnel)

Resumes of all the staff proposed to be deployed at MP-SARAS shall be attached along with the technical bid as per the format below. The bidder may submit resumes of persons and the position on which a person will be deployed to at MP-SARAS shall be clearly mentioned on the right-hand top corner of the first page of that person's resume. Each resume must be submitted with the necessary qualification & experience certificates. The details provided should help in ascertaining the eligibility of the candidate vis-a-vis the qualification and experience requirement for that post. Resumes must be recently signed and dated, in blue ink by the respective personnel. Photocopy or unsigned Resumes shall be rejected. The attested photocopy of relevant documents (educational, experience) to be submitted as proof along with Resumes.

Sr. Member No.	Item	Curriculum Vitae of Proposed Team			
1	Name				
2	Specify role to be played in the project				
3	Name of Organization				
4	Number of years with the Current Organization				
5	Language Fluency	Language	Speak Read	Write	Understand
5.1	English				
5.2	Any Other Language				
5.3	Hindi				
6	Total Experience (in Years)				
7	Experience in months (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)				
	Name of Organization	From	To	Designation/ Responsibilities	
7.1					
7.2...					

8 Summarized professional experience (Relevant to the Current Project) in reverse chronological order

From	to	Company/Project/Position
------	----	--------------------------

10 Candidate's Attestation for the Resume:

I am available for full time assignment for the duration and location specified in this RFP at New Delhi.

Signature (in blue ink)

Date (DD/MM/YY)

11 Bidder's Attestation for the Resume:

[All resumes shall be individually attested by the bidder]

Place

Signature of Authorized Person

Date

Designation Name

Company/Firm Stamp

Annexure-VI**Turnover**

Annual Turnover of the Firm for the last three financial years 2016-17, 2017-18, 2018-19 along with balance sheet for last three years.

S.No.	Year	Turnover in INR Lakhs
1.	2016-17	
2.	2017-18	
3.	2018-19	
	Average Turnover	INR Lakhs

In case of F.Y. 2018-19, if audited accounts are not available, a certificate issued by Chartered Accountant shall be enclosed, incorporating the provisional figures of Turnover.

**(Signature of Authorized Person with Seal)
(with**

**No.)
Date:**

Signature of Chartered Accountant

Member ship

Date:

CHECK LIST

Only those consultants who fulfil following criteria shall be eligible for next stage i.e. financial opening: -

S. No	Eligibility Criteria	Supporting Documents Required	YES/NO
1	Receipt of Tender fees and EMD	Scan copy of Tender fees and EMD	
2	The CA (Chartered Accountants) Firm should be a Practicing Firm	Copy of valid Registration of Firm	
3	The CA Firm should be in Practice for a period of 5 Years or more and empanelled with CAG (as per the Certificate of CAG and Firm Status Card as on 01/01/2017 as per ICAI).	Copy of Necessary documentary evidence.	
4	Have at least three full time partners, out of which one should be FCA. (Provide Member status card for each member).	Copy of Necessary documentary evidence.	
5	The CA Firm should have experience of providing similar services to at least 2 (Two) Govt. authority/Govt. body/Central PSU/State PSU/Govt. institution in last 5 years. (Work order or completion certificate to be provided).	Copy of Necessary documentary evidence such as completion certificate, agreement.	
6	Have average professional receipts of Rs. 50.00 (Fifty) Lakhs or above in the last 3 financial years 2016-	Copy of Necessary documentary evidence such as completion certificate, agreement.	

	2017,2017-2018,2018-2019 (financial statements signed by the Chartered Accountant and ITRs to be submitted). Have Head/Branch Office at Bhopal. (Proof of Branches must be produced.) or submitted undertaking for "The selected firm to keep their camp/Branch office in Bhopal within 15 days"		
7	Have a valid GST Registration and copy of GST return of last 01 financial year.	Valid Copy of GST Registration Copy of G.S.T Return of last 1 financial year (2018-19)	
8	Should have never been issued notice for failure to submit deliverables and cancellation of work order/ forfeiture of EMD etc. by any Government/ semi Government/Autonomous entities. (A self-declaration to be submitted on the letter head of the firm)	Undertaking of non-Blacklisting as per the format provided	
9	Should not have been barred from appointment by any government and/or semi government entities. (A self-declaration to be submitted on the letter head of the firm).	Undertaking of non-Blacklisting as per the format provided	
10	Income Tax Return of the bidder during the last 3 financial years (2018-19,2017-18& 2016-17)	Valid Copy of PAN Copy of Income Tax Return of last 3 financial years (2018-19,2017-18& 2016-17)	