

GOVERNMENT OF BIHAR
BIHAR STATE EDUCATION FINANCE CORPORATION LIMITED
(A Govt. of Bihar Undertaking)

REQUEST FOR PROPOSALS
for
FINANCIAL MANAGEMENT AND TECHNICAL SUPPORT CONSULTANT

Date of Issue : 25.02.2021

Deadline for Submission : 24.03.2021

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BIHAR STATE EDUCATION FINANCE CORPORATION LIMITED, PATNA

(A Government of Bihar Undertaking)

GROUND FLOOR, ANNEXE, BLOCK - 3,

MAIN SECRETARIAT CAMPUS, PATNA - 800015.

Phone: 0612- 2233844, *e-mail:* aradhana.singh@bihar.gov.in

Notice for Financial Management and Technical Consultancy Service

NOTICE FOR ENGAGEMENT OF FIRM OF CHARTERED ACCOUNTANT FOR PROVIDING FINANCIAL MANAGEMENT AND TECHNICAL CONSULTANCY SERVICES TO BIHAR STATE EDUCATION FINANCE CORPORATION LIMITED, PATNA FOR THE FINANCIAL YEARS 2021-22, 2022-23 AND 2023-24.

Bihar State Finance Corporation Ltd., Patna (the Corporation), an organization constituted by Govt. of Bihar invites e-procurement tendering under two bid system from reputed and experienced firms of Chartered Accountant for providing Financial Management and Technical Consultancy Services for the Financial Years 2021-22, 2022-23 & 2023-24.

Bidder can download the tender document from the portal (<http://eproc2.bihar.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fees has to be paid through e-Payments in favour of “Bihar State Education Finance Corporation Limited” payable at Patna from any scheduled bank.

The format of application along the eligibility criteria, the extent and scope of work, terms and conditions etc. are available at website www.eproc2.bihar.gov.in and can be downloaded from the website www.eproc2.bihar.gov.in from 25/02/2021 onwards.

Financial Bid of only technically qualified firm shall be opened after intimating them in advance. CEO cum Managing Director of the Corporation reserves the right to accept or reject any application(s) bid fully / partially, without assigning any reasons thereof. The decision of the CEO cum Managing Director of the Corporation for engagement of the firms shall be final and binding.

Sd/-
CEO cum Managing Director
Bihar State Education Finance Corporation Limited,
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.

DISCLAIMER

This Request for Proposal (RFP) is issued by Bihar State Education Finance Corporation Ltd., Patna (the Corporation), an organization constituted by Government of Bihar. The intent of this RFP is to solicit proposals from firms (bidders) who are interested for appointment as Financial Management and Technical Consultant of BSEFCL, Patna Bihar for the financial Years 2021-22 to 2023 - 24 in line with the terms and conditions described in this RFP.

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

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

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

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

INVITATION TO THE TENDER

Bihar State Education Finance Corporation Ltd., Patna (the Corporation) invites proposals under two bid system from eligible firms of Chartered Accountant for providing Financial Management and Technical Consultancy Services for the Financial Years 2021-22, 2022-23 & 2023-24 in accordance with the scope of work set out in the tender document.

RFP Summary Sheet

| Sl. No. | Information | Details |
|----------------|---|--|
| 1 | Tender Number | BSEFCL/RFP/01/2021 |
| 2 | Name of the Organization | Bihar State Education Finance Corporation Ltd., Patna |
| 3 | Cost of Tender Document (Non-Refundable) | Rs. 2000/- to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit Card) only |
| 4 | Earnest Money Deposit (EMD) (Refundable) | Rs. 1,00,000/- to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit Card) only |
| 5 | Sale of RFP document | From 25.02.2021 to 24.03.2021 till 15:00 hrs. through website www.eproc2.bihar.gov.in |
| 6 | Date of issue of Bid Document | 25.02.2021 |
| 7 | Last Date and Time for submission of Pre-bid queries | On or before 04.03.2021 by 10:00 A.M. |
| 8 | Place, Time and Date of Pre bid Meeting | 04.03.2021 at 3:00 P.M. at the office of the CEO cum M.D., Bihar State Education Finance Corporation Limited, Secretariat Annexe, Block - 3, Ground Floor, Main Secretariat Campus, Patna- 800015. |
| 9 | Last Date and Time for submission of Proposals (Technical and Financial) ONLINE | 24.03.2021 at 3:00 P.M. |
| 10 | Opening of Technical Bids | 25.03.2021 at 11:30 A.M. on www.eproc2.bihar.gov.in Bihar State Education Finance Corporation Ltd., Secretariat Annexe, Block -3, Ground Floor, Main Secretariat Campus, Patna- 800015. |

| Sl. No. | Information | Details |
|---------|--|---|
| 11 | Place, Time and Date of opening of Financial Bid | To be communicated to technically successful firms. |
| 12 | Contact person for queries | Ms. Aradhana Singh, Company Secretary, BSEFCL Phone: 0612-2233844/ (M) +91 7596833950 Email : aradhana.singh@bihar.gov.in |
| 13 | Address at which proposal in response to RFP notice is to be submitted | CEO cum M.D., Bihar State Education Finance Corporation Ltd. Secretariat Annexe, Block -3, Ground Floor, Main Secretariat Campus, Patna- 800015. |
| 14 | Bid Validity | 180 days |
| 15 | Bid Selection Method | L1 (Least Cost Method based selection) |
| 16 | Mode of Submission of Bid Documents | 1) Through website www.eproc2.bihar.gov.in (online) and 2) Copy of Bids in Hard Copy with all requisite documents as uploaded online. |

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

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender are described in the tender document. The Corporation reserves the right to change the schedule and place mentioned above.

Sd/-
CEO-cum-Managing Director
Bihar State Education Finance Corporation Limited
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.

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1. Introduction

- (i) Bihar State Education Finance Corporation Limited, Dept. of Finance Wholly Owned Govt. of Bihar Company is registered under the Company Act, 2013. The company has been incorporated on 27th March, 2018 and operating in the state of Bihar. The main objective of the company is to implement "Bihar Student Credit Card Scheme" with the objective to increase Gross Enrolment Ratio of Students in the Higher Education so that student can get opportunity for Employment. Under this Scheme the Company as an Implementing Agency/Facilitator of this scheme provide Loan up to Rs.4 lakhs to the Students for higher Education at the interest Rate of 4% to the male Student and 1% to the female and transgender students. Presently number of students to whom loan was given is approximately 90,000.
- (ii) Bihar State Education Finance Corporation Limited, Dept. of Finance Department intending to appoint Financial Management and Technical Support Consultant to support the Corporation in Financial Management, Accounting and Loan management and other Technical matters, day to day transactions, Reconciliation and any other work related to accounting of the Company. The need arises to provide support/assist the Corporation in discharging its responsibilities relating to Financial Management including Operations, Accounting, Loan management and other Technical support services. As part of the Financial Management System, the FMTSC would assist the Corporation to ensure that Financial Management and Accounting & Loan Management are properly undertaken and fiduciary aspects of the project are properly handled.

The Corporation is looking for a firm of Chartered Accountant for engagement as Financial Management and Technical Consultant for the Financial Years 2021-22, 2022-23 and 2023-24 as detailed in the Scope of Work. Interested firms of Chartered Accountant may submit their proposal.

2. Scope of work

1 Objective of Consultancy assignment

The objective of the FMTSC assignment is to strengthen the Financial Management and Loan Management system of BSEFCL and ensure Accounting and Internal Control System.

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

2 Scope of Support and detailed tasks

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

(A) Loan Management & Recovery: -

- i. Assist in Monitoring in Loan Disbursements to the Students.
- ii. Develop an Internal Control System for Disbursements and Recovery of the Loan.
- iii. Assist in monitoring the recovery process of the Loan given to the students.
- iv. Responsible for all kinds of disbursement or recovery related reports for Executive Management Review.
- v. Assist in preparation of No Dues Certificates (NDA) to the applicants.
- vi. Responsible in Accounting of Loan to Students on behalf of the GoB and its recovery as per Standard Acceptable Accounting practices as per the Guidelines of the Government of Bihar.

(B) Financial Management & Accounting

- i. Ensure high standard of accounting and financial management system in the Corporation within the organization and facilitate computerized accounting system through 'Tally Package/ERP package' of accounting

wherever applicable.

- ii. Preparation and finalizations of Accounts and timely preparation of Financial Statements and Financial Performance Indicators in accordance with applicable accounting standards issued by the Institute of Chartered Accountants of India (ICAI) and guidelines as well as the regulation of State Government or the Funding Organization.
- iii. Design, standardization, implementation and monitoring of Accounting System and practices to ensure compliance with the generally accepted practices/principles as well as requirement of the relevant Act/Income Tax Act/Accounting Standard, directives of Reserve Bank of India and other relevant enactments and notifications.
- iv. Support in the accounting process as per statutory requirement including Income tax, GST and filing of return of the same on a monthly basis with the issuance of the certificate to concerned authority/parties.
- v. Filing of Income Tax Returns within due date.
- vi. Preparation of TDS Statement for timely payment of TDS and filing of prescribed Returns. The TDS certificate to the concerned parties shall also be generated by stipulated dates;
- vii. Reviewing Accounting & Financial Management Systems and suggest modifications/Improvement measures to ensure compliance with its policies, plans, procedures, law and regulations.
- viii. Preparation and maintenance of Cash and Bank Books
- ix. Data entry of vouchers in latest version of Tally/Equivalent Accounting Software.
- x. Provide training and support related to Financial Management and Accounting at all level.
- xi. Assist in proper accounting and record keeping of EPF and ESI as per its regulation and submission of reports, deposits on monthly basis.
- xii. Assist in preparation of Bank Reconciliation Statement at all levels and reconcile it as per fund released and conducting periodical Reconciliation Procedures and any other work related to accounting

of the Company.

- xiii. Assist in Verification of Assets, Stock, and its Reconciliation at all levels.
- xiv. Verification of Bills and supporting Vouchers for its correctness as regards head of Accounts, period, type etc.
- xv. Preparation of MIS Report such as Budget Utilization Report and other necessary reports as per BSEFCL's Rules and Regulations.
- xvi. Assist in preparation of Utilization Certificate (UC) of scheme;
- xvii. Maintenance of Statutory Books of Account, Fixed Assets Register and records.
- xviii. Manage Funds and ensure timely release of funds/loans to Students.
- xix. Ensure maintenance of proper accounting practices as per the regulation of State Government as well as Accounting Standard applicable in India;
- xx. Providing advisory services under various statutes, as may be required by the Corporation from time to time;
- xxi. Preparation and finalization of Accounts of the Corporation;
- xxii. Preparation of GST Tax Statement and Assist the Corporation for timely payment of GST after taking into account the available input Credit. The GST Returns shall also be filed within the stipulated date;
- xxiii. Ledger book(s) of accounts shall be maintained and updated as per the requirements;
- xxiv. Assisting in furnishing the reply to all queries of Concurrent Audit, AG/CAG Audit, Statutory Audit, Income Tax etc.;
- xxv. Maintenance of Asset Registers in prescribed format, all additions and deletions in Assets should be properly recorded, depreciation to be provided as per the provisions of applicable statutes;
- xxvi. All accounting transactions shall be maintained manually and in tally software/any other software and report shall be generated on periodical intervals, month-wise, year wise etc. and proper back-up of the records shall be maintained;

- xxvii. Preparation of Bank Reconciliation Statement and to ensure that Bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries;
- xxviii. Any other work entrusted by the GM (O) and CEO-cum-MD BSEFCL, Patna related to the financial transactions of Corporation.

(C) Operational Responsibility

- i) Identify, evaluate and monitor all the applicants who are eligible for repayment.
- ii) Track and monitor all the repayment received and ensure system is updated with latest record.
- iii) Liaison with Call Center resources and System Integrator for reminders/calls for all the non-payment.
- iv) Identify, track and monitor NPA and ensure appropriate entry is taken in accounting.
- v) Liaison and coordinate with the DRCC across districts to file Certificate cases and follow up on cases to closure
- vi) Ensure any kind of recovery required from applicants i.e. Drop out applicants, Loan Cancellation applicants, Barred colleges recovery etc. and update accounting system and ERP.
- vii) Any operational queries/clarifications from applicants, DRCC related to loan management and recovery.
- viii) Responsible for all noting, drafting for Loan management and recovery processes.
- ix) Responsible for identifying all missing credits and reconciliation of account with ERP system.
- x) Responsible for analyzing LM and LC related reports and providing the insight for management reporting.
- xi) Streamlining operational processes for Loan Management and Loan Recovery to ensure smooth functioning of the govt. scheme.
- xii) Any other work assigned on a time-to-time basis by GM (O) and CEO-cum-MD, BSEFCL related to accounting and operations of Loan Management and Loan collection.

(D) Role of Consultant (FMTSC)

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

(E) Period of Assignment

The services of the Consultant would be initially required for a period of three years. The appointment of Consultant is purely contractual and for a specific period of 01 (one) Financial Year and same may be renewed further for another 2 (two) years subject to satisfactory performance/eligibility for consultant.

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

(F) Deliverables

The selected bidder's firm should have to submit deliverables in hard/soft copy on monthly basis; as desired by GM (O) and CEO-cum-MD, BSEFCL.

3.1 Pre-Qualification/Firm's Eligibility Criteria

| Sr. No. | Criteria | Document to be submitted |
|---------|---|--|
| 1 | The firm should have been registered with the Institute of Chartered Accountants of India and empanelled with Comptroller and Auditor General of India continuously in India for the last 15 years as on 31/03/2020. | Proof of registration with the ICAI as on 01/01/2021 and C&AG together with details of partners and full-time employees issued by ICAI. |
| 2 | Firm should have minimum 4 partners (at least 2 FCA) and at least 5 full time <u>employees as on 31/03/2020.</u> | Details of respective partner employees. |
| 3 | Firm should have at least 10 years of relevant experience of Financial Management and Accounting of at least 03 (three) Central /State level Govt. Departments or PSUs (Experiences as Statutory Audit/ Concurrent Auditor/Internal Audit only will not be counted) | Provide brief details and a Declaration signed by the Principal Officer of the firm and Appointment letter/ Client letter issued by the PSUs/ Government Department. |
| 4 | The firm should have Head Office in Bihar at least for 5 years. | Details to be provided for office in Bihar along with Self Declaration letter for the same. |
| 5 | The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities and should not have any disciplinary proceedings pending against the firm with any Govt. Authority as on Bid | Undertaking by the firm in format as per Annexures. |

| Sr. No. | Criteria | Document to be submitted |
|---------|--|---|
| | submission date. | |
| 6 | The firm should have average annual turnover of at least 50 lakhs during last three financial year (FY 2017-2018, 2018-19 and 2019-20) and should not have negative net worth. | Copy of Audited Financial Statement of last three financial years ending on 2017-2018, 2018-19 and 2019-20. |
| 7 | The firms should be registered with Tax Authorities. | Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years. |

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

3.2 General Instruction of Bidding Process

- 1.1 The Invitation for bids is open to all Firms who fulfil Pre-Qualification Criteria as specified in the RFP.
- 1.2 Consortium is not allowed.
- 1.3 Any specific firm can submit only one bid and a single company submitting more than one bid shall be disqualified and liable to be blacklisted.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit; collection of information; and, if selected, attendance at contract negotiations etc.
- 1.5 CEO cum Managing Director, BSEFCL reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds. The proposals will be evaluated based on the information provided by the CA Firms and the evaluation criteria detailed in RFP Document.

- 1.6 Terms and conditions of e-procurement tendering process is mandatory to all the bidders.
- 1.7 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4. Procedures for submission of Bids

- i. The Bid prepared by the firms, as well as all correspondence and documents relating to the Bid exchanged by the firm and the Corporation shall be written in English language;
- ii. Please visit website www.eproc2.bihar.gov.in for full details.
- iii. Complete sets of bidding documents will be available for free download, by interested bidders, from the e-Procurement portal of the Government of Bihar.
- iv. It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.
- v. The Bidders are advised to submit the Bids well in advance of the deadline as BSEFCL will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems in connectivity services used by the bidder.
- vi. Firms are required to submit bids in two parts:
 - (a) Technical Bid; and
 - (b) Financial Bid.
- vii. **The Bidder must also submit Hard Copy of Bids with all requisite documents as uploaded online by courier/speed post or by hand to the BSEFCL. Copy of Bids submitted after the due date and time will not be considered.**
- viii. The original and all copies of the Technical Proposal to be sent to the BSEFCL shall be placed in a sealed envelope clearly marked “TECHNICAL

PROPOSAL”.

- ix. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** Each Financial Proposal must be sealed and unopened.
- x. The envelopes (**ENVELOPE 1 – TECHNICAL PROPOSAL AND ENVELOPE 2 – FINANCIAL PROPOSAL**) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the Tender, and other information indicated in the RFP.
- xi. **If the Financial Proposal is not submitted by the Bidder in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive.**
- xii. **Sealed Completed proposals** in acceptable form will be received at the address mentioned below on any working day up to 15:00 hours on 24/03/2021; **Bid Eligibility and Technical Proposal of Bids shall be opened on 25.03.2021 at 11:30 AM** at following Address:
*“CEO cum Managing Director
Bihar State Education Finance Corporation Limited
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.
Phone: 0612-2233844/+917596833950
E-mail: - aradhana.singh@bihar.gov.in”*
- xiii. CEO cum Managing Director, BSEFCL reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

5. Other details related with submission of Bids documents

Tender Processing Fees

Bidder can download the tender document for free from the portal (<http://eproc2.bihar.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fees has to be paid through e-Payments in favor of “Bihar State Education Finance Corporation Limited” payable at Patna from any scheduled bank.

Note: *It will be in the interest of the bidders to familiarize themselves with the e- Procurement system to ensure smooth preparation and submission of the tender documents.*

Modes of Submission

All interested bidders shall pay EMD and Tender fee and submit their Technical and Financial RFP responses electronically using the e-Forms in the e-Procurement platform. The e-Procurement portal is available at: <http://eproc2.bihar.gov.in> .

The Firms shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered. BSEFCL will not be liable or responsible for any delays due to unavailability of the portal and the Internet link.

Authentication of Bid

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

Validation of Interlineations in Bid

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

Cost of Bidding

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

Validity of Proposals

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

Clarification

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

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

Amendment of Tender Document

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

6. PRE-BID MEETING

- i. All those bidders who have obtained/purchased bid document can participate in pre bid meeting to seek clarification on the bid, if any.
- ii. Not exceeding two employees from each of the bidding firm / company / organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- iii. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- iv. The Bidder is requested, to submit any questions in writing to the email as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. BSEFCL will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (<http://eproc2.bihar.gov.in>).
- v. The prospective bidders shall submit their questions through e-mail **(in Email Id:-aradhana.singh@bihar.gov.in) on or before 4th March, 2021 by 10:00 AM**. Any queries submitted beyond the below prescribed format will not be entertained.
- vi. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

7. Bid Evaluation

Submission, Receipt and Opening of Proposals

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

Right to Accept or Reject Proposal

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

Bid Selection Method

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

8. Financial Bid

The bidder shall indicate prices according to the Performa prescribed in Section of the tender document.

The bidders should submit their financial bid in the specified formats only.

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

Each Financial Proposal must be sealed and unopened.

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

9. Financial Bid Evaluation

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

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

10. Terms and Conditions:

i. Modifications and withdrawal of bids

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

ii. Clarification of bids

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

iii. Revised bids

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

iv. Contract Period

The services of the Consultant would be initially required for a period of three (3) financial years commencing from 2021-2022 to 2023-24. The appointment of Consultant is purely contractual and for a specific period of 01 (one) Financial Year and which may be extended on same terms, conditions and rates of the original contract on mutual consent up to maximum further two years, if the performance/ service is found satisfactory at the discretion of the Corporation.

v. Earnest Money Deposit (EMD):

- The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) **amounting to Rs.1,00,000/- (Refundable)**.
- The EMD of unsuccessful bidder shall be refunded after finalization of award of contract.

- EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The EMD will be forfeited on account of one or more of the following reasons:
 - Bidder withdraws its Proposal during the validity period.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.
 - In case of misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

No interest shall be payable by the Corporation on EMD.

vi. Disqualification

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

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

vii. Performance Security

- a) The selected consultant shall have to pay “Performance Security” for the amount equivalent to 5% of the total Annual value of Contract in the form of PBG issued from any Scheduled bank (except cooperative bank) having its branch at Patna in the name of the Bihar State Education Finance Corporation Limited.
- b) 5% of total Annual value of Contract in form of PBG issued from any Scheduled Commercial Bank should be valid for 45 days beyond the completion of Contractual obligation.
- c) Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- d) The PBG shall be released provided there is no breach of contract on the part of the bidders.
- e) No interest will be paid on the PBG.

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

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

- 01 CA (Team Leader) having 15 years of experience;
- 01 CA (Deputy Team Leader) having 5 years of experience
- 01 CA INTER/MBA(Finance)/ICWA (Team Member) having experience of 3 years;

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

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

| Sl. no | Key position | Minimum Qualification and professional Experience desired | Man days |
|--------|---|--|------------------------|
| 1 | Financial Management and Technical Support Consultant TEAM LEADER (One) Management Consultancy, Finance, Taxation or Loan Management in similar Projects and Govt. Agencies | 1) Chartered accountant having at least 15 years of post-qualification experience in the field of Financial Management & Accounting, Loan Management in Commercial Bank/PSUs/GOB/State Govt. in India in the Govt. Organization /Undertakings. 2) Experience in Recovery related matters will be added advantage. 3) Experience in Banking /Micro finance Organization will be an added advantage and with proven track record in leading /anchoring / conducting financial management and technical support consultancy. 4) Must have knowledge of Tally/ERP Accounting packages and/or other accounting software. | 2 Man days in a Month |
| 2. | Financial Management and Technical Support Consultant Deputy Team Leader (One) Management Consultancy, Finance, Taxation in similar Organization or Govt. agencies | 1) Chartered Accountant having at least 5 years of post-qualification experience in the field of Financial Management & Accounting, Loan Management in Commercial Bank/PSUs/GOB/State Govt. in India in the Govt. Organization /Undertakings. 2) Experience in Recovery related matters will be added advantage. 3) Experience of Working in Bank/Micro Finance Company will be added advantage. 4) Must have knowledge of Tally/ERP Accounting packages and/or other accounting software. | 22 Man Days in a Month |
| 3. | Assistant to Financial Management and Technical Support Consultant. TEAM MEMBER (One) | 1) MBA(Finance)/CA (Inter)/ICWA with 3 years of post-qualification experience in the field of Financial Management & Accounting, Loan Syndication in Commercial Bank/PSUs/GOB/State Govt. in India in the Govt. Organization /Undertakings. 2) Experience in Recovery related matters will be added advantage. 3) Knowledge of Tally/ERP Accounting Packages and/or other accounting softwares. 4) Experience of Working in Bank/Micro Finance Company will be added advantage. 5) Experience of working in operations side of Financial Management will be preferred. | 22 Man Days in a Month |

Note-

- 1. The Consultant will need to provide laptop/Desktop and data card to its Team Leader, Deputy Team Leader and Team Member.**
- 2. The office timing, list of Holidays shall be as per BSEFCL's Terms and Conditions.**
- 3. No additional cost will be borne by the BSEFCL and all the team members shall be stationed full time in the BSEFCL Head Office during the entire contract period.**
- 4. Days mean Working Days.**

x. Confidentiality

The information given in this document is confidential and is for use by the firms to whom it has been issued. Each party, i.e. the Corporation and the firm, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/Agreement confidential. including the price information.

xi. Compliance to Terms and Conditions

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

xii. Applicable law and Jurisdiction of court

This RFP shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Patna.

xiii. Payment Terms

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

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

xiv. Indemnity

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

xv. Fraud and Corrupt Practices

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

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

xvi. Termination of Agreement

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

- a. On refusal to take up the allotted assignment;
- b. If the firms fail to provide the manpowers within 15 days of signing of Agreement;
- c. If the firm stands dissolved;
- d. On not abiding by the terms and conditions stipulated in the agreement with the firm;
- e. If the performance of the firm is not found satisfactory;
- f. Any other reason at the discretion of the Corporation.

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

xvii. Disciplinary action for professional misconduct

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

xviii. Force Majeure

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

For purposes of this clause "Force Majeure" means an event beyond the control of the consulting firm/company and not involving the consulting firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the BSEFCL Bihar regarding Force Majeure shall be final and binding on the firm/company. If a Force Majeure situation arises, the firm/company shall

promptly notify to the BSEFCL in writing, of such conditions and the cause thereof. Unless otherwise directed by BSEFCL in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

xix. Resolution of Disputes

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

(a) **Amicable Settlement: -**

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

(b) **Resolution of Disputes: -**

Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request may be taken up by either party for settlement in accordance with the Applicable Law of Bihar Arbitration Tribunal Act.

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

xx. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Patna, Bihar courts situated in Bihar only.

xxi. Price freezing

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

xxii. Exit Option

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

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

xxiii. Removal and/or Replacement of Personnel

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

replacement shall be at risk & cost of the consultant.

xxiv. PENALTY CLAUSES

Penalty provisions in case of delay in submission of reports or any other nonperformance reported:

| Sl. No. | Period of Delay | Penalty |
|----------------|----------------------------------|----------------------|
| 1 | 10 Days from the Due Date | 2.5% of monthly Fees |
| 2 | Beyond 10 Days from the Due Date | 5% of monthly Fees |

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

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

To

CEO cum MD,
Bihar State Education Finance Corporation Ltd., Patna
Annexe Building-3, Ground Floor, Old Secretariat,
Patna-800015

Sir.

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

Yours faithfully
Authorized Signatory

Annexure-II

Firm's Details

To

CEO cum MD,

Bihar State Education Finance Corporation Ltd.,

Annexe Building-3, Ground Floor, Old Secretariat,

Patna-800015

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

Particulars of Partners of the Firm

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

Particulars of full time employees of the Firm

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

Particulars of engagement with Govt. Department/PSU(s)/SSU(s)

Particulars of **engagement** in PSUs/ SSUs or in any Government Organization as on 31st March, 2020 as Financial Management and Technical Consultant:

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

| | | | | | |
|---|--|--|--|--|--|
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

*ICAI - Institute of Chartered Accountants of India

Declaration:

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

Authorized Signatory
Designation

Annexure-III

Eligibility Criteria Compliance

| Sr. No. | Criteria | Document to be submitted | Eligibility (Yes/No) |
|---------|---|--|----------------------|
| 1 | The firm should have been registered with the Institute of Chartered Accountants of India and empanelled with Comptroller and Auditor General of India continuously in India for the last 15 years as on 31/03/2020. | Proof of registration with the ICAI as on 01/01/2021 and C&AG together with details of partners and full-time employees issued by ICAI. | |
| 2 | Firm should have minimum 4 partners (at least 2 FCA) and at least 5 full time <u>employees as on 31/03/2020.</u> | Details of respective partner employees. | |
| 3 | Firm should have at least 10 years of relevant experience of Financial Management and Accounting of at least 03 (three) Central /State level Govt. Departments or PSUs (Experiences as Statutory Audit/ Concurrent Auditor/Internal Audit only will not be counted) | Provide brief details and a Declaration signed by the Principal Officer of the firm and Appointment letter/ Client letter issued by the PSUs/ Government Department. | |
| 4 | The firm should have Head Office in Bihar at least for 5 years | Details to be provided for office in Bihar along with Self Declaration letter for the same. | |
| 5 | The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / Govt. authorities and should not have any disciplinary proceedings pending | Undertaking by the firm in format as per Annexures. | |

| | | | |
|---|--|--|--|
| | against the firm with any Govt. Authority as on Bid submission date. | | |
| 6 | The firm should have average annual turnover of at least 50 lakhs during last three financial year (FY 2017-2018, 2018-19 and 2019-20) and should not have negative net worth. | Copy of Audited Financial Statement of last three financial years ending on 2017-2018, 2018-19 and 2019-20 | |
| 7 | The firms should be registered with Tax Authorities. | Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years. | |

Annexure IV – Technical Evaluation

The following Marking criteria will be adopted during Technical Evaluation:
(Qualifying Marks would be 750 marks)

| Sl. No. | Criteria | Marking | Maximum Marks |
|----------|--|-----------------------|-------------------|
| A | Experience of Firm in Financial Management & Accounting -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -40 Marks for each Financial Management & Accounting Project/Assignment | 10 Projects x40 marks | 400 marks |
| B | Head Office in Bihar | | 50 marks |
| | >5-7 years | 25 marks | |
| | >7-10 years | 50 marks | |
| C | No. of Partners | | 50 marks |
| | Upto 5 Partners | 25 marks | |
| | >5 Partners | 50 marks | |
| D | Annual Average Turnover of the Company/ Firm (3 years) | | 100 marks |
| | 50-75 Lacs | 50 marks | |
| | >75-100 Lacs | 75 marks | |
| | >100 Lacs | 100 marks | |
| E | Years of Experience of Company/Firm | | 150 marks |
| | 10-15 years | 50 marks | |
| | >15-20 years | 100 marks | |
| | >20 years | 150 marks | |
| F | Team Leader: Leadership Experience (Must work as Team Leader in the similar Assignment) -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -5 Marks for each Financial Management & Accounting Project/Assignment | 20 Projects x5 marks | 100 marks |
| G | Deputy Team Leader: (Must work as Deputy Team Leader or Team Leader in the similar Assignment) -other than experience in Concurrent Audit, Internal Audit & Statutory Audit -5 Marks for each Financial Management & Accounting Project/Assignment | 16 Projects x5 marks | 80 marks |
| H | Team Member: Qualification - 10 Marks Experience - 60 marks (5 Marks for each year) | -- | 70 marks |
| | TOTAL | | 1000 marks |

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

The minimum qualifying scoring will be 75% of total score.

Only those Bidders who fulfil the BSEFCL's technical requirements and complied with eligibility criteria will be short listed for Financial/commercial bid opening.

Annexure-V
Self-Declaration

(To be submitted on letterhead)

To

CEO cum M.D.,
Bihar State Education Finance Corporation Ltd.,
Annexe Building-3, Ground Floor, Old Secretariat,
Patna-800015

Self-Declaration

Sir,

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

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

Authorized Signatory

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

(Date and Reference)

CEO CUM MD

Bihar State Education Finance Corporation Limited
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.

Dear Sir /Madam,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the "Consultant as Financial Management and Technical Support Consultant in Bihar State Education Finance Corporation Limited, Patna.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure-VII
Financial Bid Format

(To be submitted on the Letterhead of the bidder)

SUMMARY BY COSTS

Project Title: Appointment of Financial Management & Technical Support Consultant

| S. No | Description of Services | Consultancy Fee in Indian Rs. (p.a.) | |
|-------|--|---|------------|
| | | (In figures) | (In words) |
| [A] | Consultancy fee for providing Consultancy as Financial Management & Technical Support Consultant in Bihar State Bihar State Education Finance Corporation Limited Govt. of Bihar as per Scope of Work. [Carried forward from - Form A] | | |
| [B] | Add GST as per prevailing rates | | |
| [C] | Total Consultancy fee including GST [A]+[B] | | |

Note:

- (i) During Evaluation of Financial proposals, the quoted Consultancy excluding Goods and service tax shall be considered.
- (ii) The client shall pay the Consultant, the Goods and Service Tax, on prevailing rates as applicable on the consultancy charges.
- (iii) No additional cost will be borne by BSEFCL.

As per Form A

(To be submitted on the Letterhead of the bidder)

PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

Project: - Appointment of Financial Management & Technical Support Consultant in
"Bihar State Education Finance Corporation Limited, Patna, Bihar".

| Sl. No. | Position (a) | No. of Manpower (b) | Per Man Month Rate (INR) (c) | Total Cost (INR) per month (d) [(b)x(c)] | Total Cost (INR) per year (e) [(d)x12] |
|------------|-----------------------|---------------------------|------------------------------------|--|--|
| 1. | Team Leader | 1 (One) | | | |
| 2. | Deputy Team Leader | 1 (One) | | | |
| 3. | Team Member | 1 (One) | | | |
| | TOTAL | | | | |

(Signature, Name and Designation of the Authorized Signatory)

Annexure-VIII
Format of Agreement

(To be stamped in accordance with Stamp Act)

This agreement is entered at (place) on day of (month), 2021 BETWEEN, Bihar State Education Finance Corporation Ltd., Patna (hereinafter "the Corporation") or Client; which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at Annexe Building-3, Ground Floor, Old Secretariat, Patna-800015 on the ONE PART; and

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

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

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

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. Notice inviting Tender;
 - b. Scope of Work;
 - c. The Letter of Acceptance, Letters from and to the bidder, Amendment's, if any leading to and prior to acceptance letter;
 - d. General Terms and Conditions of RFP and Annexures thereto;

e. Price Bid;

f. The details submitted in Technical Bid and other commitments shall be part of the Agreement.

3. In consideration of the payments to be made by the Corporation to the Bidder, the bidder hereby covenants and agrees with the Corporation to complete the assignment in conformity in all respects and subject to all terms and conditions/ rules as mentioned in the General Terms and Conditions as also in the aforesaid documents which shall form part of this Agreement.

4. In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said bidder, to the Corporation / Client (BSEFCL) in the presence of:

Signature of Bidder (with seal)

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

1. _____

2. _____

Annexure-IX

Undertaking on no conflict of interest

(To be submitted on the Letterhead of the bidder)

Date

To,

CEO-cum-Managing Director,
Bihar State Education Finance Corporation Limited, Patna

Dear Sir,

Sub: Undertaking on Conflict of Interest

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

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

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

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

Annexure-X

Authorization for representation at bid opening

(To be submitted on the Letterhead of the bidder)

[Date]

To,

CEO cum Managing Director
Bihar State Education Finance Corporation Limited
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.

Dear Sir,

Sub: Authorization for Representation at Bid Opening

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

| | |
|-------------------|--|
| Name as on the ID | |
| ID Number | |
| Designation | |

Maximum 2 persons per bidder

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address:

Seal/Stamp of bidder:

ANNEXURE XI

Undertaking of not being black listed

(To be submitted on the Letterhead of the bidder)

(Place)

(Date)

To,

CEO-cum-Managing Director,
Bihar State Education Finance Corporation Limited
Secretariat Annexe, Block -3, Ground Floor,
Main Secretariat Campus, Patna- 800015.

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by GoB, BSEFCL, any State Government, Central Government or any other Public sector undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date.

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

Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

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

Annexure XII

Request for Clarifications /Pre-bid queries

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

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

Note:

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of
Firm:

Address:

Seal/Stamp of bidder:

Annexure XIII

Bidder's Annual Turnover Certificate
(On the letterhead)

TURNOVER CERTIFICATE

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----
-----and that the below mentioned calculations are true as per the Audited Financial
Statements of M/s----- for the below mentioned years:

Sr. No

| Sl. | Financial Year | TURNOVER (in LACS) |
|---------------------------------|----------------|--------------------|
| 1 | 2017-2018 | |
| 2 | 2018-2019 | |
| 3 | 2019-2020 | |
| Average of 3 years (in Lacs): - | | |

Note:

Please attach Audited Annual Financial Statements for all the corresponding years

Name and Title of Signatory:

Name of
Firm:

Address:

Seal/Stamp of bidder:

Annexure XIV

BANK GUARANTEE (PERFORMANCE BANK GUARANTEE)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To

[BSEFCL 's Name & Address]

Dear Sirs,

In consideration of the [BSEFCL's Name]..... (herein after referred to as the 'BSEFCL', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s.[SP's Name]with its Registered/Head Office at (Herein after referred to as the SP', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), an Agreement by issue of BSEFCL's Notification of Award No. Datedand the same having been unequivocally accepted by the SP, resulting in to an agreement bearing No..... dated Valued at..... for and the SP having agreed to provide a Performance Guarantee for the faithful performance of the entire Agreement equivalent to(*) % (.....percent) of the said value of the Agreement.

We [Name & Address of the Bank] having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the BSEFCL, on demand any and all monies payable by the SP to the extent of (*)as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, context, recourse or protest and/or without any reference to the SP. Any such demand made by the BSEFCL on the Bank shall be conclusive and binding notwithstanding any difference between the BSEFCL and the SP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the BSEFCL and further agrees that the guarantee herein contained shall continue to be enforceable

till the BSEFCL discharges this guarantee.

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

The Bank also agrees that the BSEFCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against.

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

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

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of 2021 at

This day of 2021 at

WITNESS

.....

(Signature)

.....

(Name)

(Signature)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)

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

Dated

Notes:

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

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

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