

Request of Proposal (RFP)

From

Chartered Accountant (CA) Firms for appointment as Financial Management and Accounting Support Consultant in Education Department.

Tender No: 04/वि०-16-154/2024- 46

Dated :10/01/2025

**Issued By: -
Department of Education,
Government of Bihar**

1. Notice Inviting Tender

NOTICE INVITING TENDER

Education Department, Govt. of Bihar, Patna intends to invite proposal from Chartered Accountant (CA) Firms for working as Financial Management and Accounting Support Consultant (FMASC) and for further strengthening of existing financial management system at the Education Department, Govt. of Bihar.

Key Events & Dates:

Document Control Sheet		
S. No.	Particulars	Date & Time
1.	Tender Number	04/विओ-16-154/2024-46 , Date- 10/01/2025
2.	Issuance of Tender	13.01.2025 at 2:00 pm
3.	Pre-Bid meeting	16.01.2025 at 02:30 pm
4.	Release of response to clarifications	17.01.2025 at 4:00 pm
5.	Submission of Bid	27.01.2025, 4:30 pm
6.	Date and time for opening of technical bids	27.01.2025, 5:00 pm
7.	Date and time for opening of Commercial Bids	Will be communicated separately
8.	Office address, Venue for Pre-Bid Conference/ Bid Submission/ Manual documents	Madan Mohan Jha Memorial Hall Education Department, Vikas Bhawan, Bailey Road, Patna – 800015
9.	Method of Selection	L1
10.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
11.	Contact Person for queries	Sh Deepak Kumar Singh, 9798202564 bih.higheredu@gmail.com Education Department, Vikas Bhawan, Bailey Road, Patna – 800015

Note: Bidders are advised to visit the Department website on regular basis for any updates.

a) This RFP process will be administered through the state public procurement portal (SPP) (URL: <https://eproc2.bihar.gov.in/EPKV2Web/>).

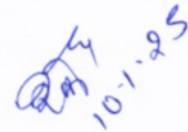
The Bidders are required to submit soft copies of their proposals electronically on the SPP Portal, using valid digital signature certificates of officers duly authorized to submit the bid in e-files. More information for submitting the bids online on the SPP Portal may be obtained at <https://eproc2.bihar.gov.in/EPKV2Web/>

b) All the pages of the bid must be sequentially numbered and must contain the list of contents with

page numbers. Any deficiency in the documentation may result in the rejection of the bid. Failure to submit the bid on time could cause a bid to be rejected. The Education Department will not accept delivery of the Bid by fax/e-mail or any other electronic/non- electronic means other than uploading on the procurement portal.

c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eproc2.bihar.gov.in

d) If a format for a specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Education Department. In any event, the Education Department shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Education Department.



**Director (Admin),
Education Department
Government of Bihar, Patna**

TERMS OF REFERENCE

1- INTRODUCTION:

The Department of Education, Government of Bihar, is entrusted with the responsibility of providing quality education and establishing the necessary framework and infrastructure across the state. With five major directorates and several apex bodies, the department is dedicated to creating an enabling environment that empowers youth and individuals to explore and enhance their knowledge and skills through primary, secondary, higher, and mass education. The department is committed to achieving excellence and regaining Bihar's historic prominence in the field of education.

2- OBJECTIVE:

The Education Department, Government of Bihar, plays a pivotal role in managing and overseeing the financial resources earmarked for the development and progress of education across the state. With an annual budget exceeding ₹60,000 crores, the department channels substantial funding towards a wide array of initiatives. These include financial allocations to districts, universities, colleges, and the implementation of various state and centrally sponsored schemes. The department ensures the effective utilization of these funds to promote equitable access to quality education, enhance infrastructure, and support capacity-building efforts within the educational ecosystem.

Given the complexity and scale of its financial operations, which span diverse activities such as grants for institutions, scholarships, teacher training programs, infrastructure development, and administrative expenditures, the Education Department recognizes the critical need for robust financial management and accounting support. It is imperative to ensure that the funds are managed transparently, utilized efficiently, and comply with statutory and regulatory guidelines. This requires the integration of best practices in financial management, monitoring, and reporting to achieve the department's objectives and maintain accountability.

In light of these requirements, the Education Department seeks to appoint a Chartered Accountant (CA) Firm as a Financial Management and Accounting Support Consultant. The selected firm will provide professional expertise to strengthen financial planning, ensure accurate and timely accounting, enhance the capacity for compliance with regulatory requirements, and streamline financial processes across all

levels of the education system. The consultant's role will encompass comprehensive financial analysis, preparation of utilization certificates, internal audits, and support in the implementation of financial reforms that align with the department's strategic goals.

This RFP aims to identify a qualified CA Firm with demonstrated experience and expertise in public financial management, particularly within large-scale government departments or programs. The objective is to foster a transparent, efficient, and accountable financial system that supports the Education Department in achieving its vision of transforming education in Bihar through optimal resource utilization.

3- SCOPE OF WORK

(A) **The deployed manpower shall be required to carry out the following tasks:**

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

- Assist in reviewing the budgets and financial demands submitted by the various directorate and apex bodies of the department, ensuring they align with the directives issued by the Finance Department from time to time.
- Monitoring the head-wise budget allocations of the department to ensure that the funds under each head are utilized for their intended purposes. Preparing and submitting a report in cases where it is observed that the allocated amount may remain underutilized during the financial year, based on past projections and the current situation.
- Support the Department in preparing its annual budget, incorporating insights from various directorate budgets and aligning with departmental guidelines, day to day consultancy, implementation and support in execution of Financial Management and Accounting activity of Education Department
- The tasks will include the day-to-day computerized maintenance of accounts, consultancy in maintenance of stock registers, preparation of bank reconciliation statements, preparation of various types of ledgers, and the preparation of half-yearly and annual financial statements of the various directorate and apex bodies of the Education Department.
- Monitoring financial allocations to districts, universities, colleges, and grants given under

various state and centrally sponsored schemes.

- Responsibility for supporting the completion of various accounts-related tasks, day-to-day consultancy, and all other associated or related activities for the preparation, management, and control of the finance and accounting functions of the Education Department.
- Financial Management and Accounting Support Consultant will be responsible for the timely detection and rectification of accounting errors, monitoring expenditure and utilization processes, and ensuring compliance while addressing non-accounting of liabilities.
- Assist in maintaining the accounts and preparing the year-end financial statements.
- Assist in preparation of day-to-day accounting on Tally Software or other software as directed by Department.
- Monitoring and Supervision of Accounts of the Department including budget.
- Monitoring
- Filing of TDS Returns and ensure deposit of Tax collected at source.
- Provide handholding support and assistance to sustain the accounting system and financial management.
- Support in updation of regular Cash Book and verification of Cashbook
- Maintenance of all types of accounting records/reports as required statutorily or otherwise for day-to-day functioning.
- Ensure timely compliances of all statutory requirements including GST/Income Tax compliances.
- Preparation of the report as require by the various officers of the Education Department.
- Support in preparation of the Utilization Certificate and Statement of Expenditure and submission of claims.
- Support in preparation of response of audit paras and queries and resolution thereof.
- Support in preparation of Annual Reports of Education Department.
- The firm will be fully responsible for the work and all relevant data shared with their deployed manpower. In case of any data breach, appropriate action will be taken against the firm.

(B) Reporting And Timing

The Team Leader will play a pivotal role in guiding the team and ensuring the effective execution of financial management activities. They will be responsible for providing strategic support and oversight to all directorates and apex bodies under the Education Department. This includes ensuring compliance with financial regulations, facilitating the smooth implementation of financial systems, and offering expert advice on financial planning, budgeting, and reporting.

The Team Leader will act as the central point of coordination for financial activities across the department, fostering collaboration and ensuring alignment with the department's objectives. Their responsibilities will include streamlining processes, addressing challenges, and ensuring the timely and accurate delivery of financial outputs to meet the requirements of the Education Department.

4- QUALIFICATION & EXPERIENCE OF KEY PROFESSIONAL/PERSONS REQUIRED FOR THE PURPOSE OF ACCOUNTS EXAMINATION:

Sl. No.	Key professionals	Description of Services to be provided	Experience	No of Manpower required	Minimum Man days Required per month
1	Team Leader-Chartered Accountant	Overall coordination & planning, team leadership, reporting, liaison with client, Responsibility to lead the accounts examination teams in the Discussion with Education Department	Qualified Chartered Accountant with at least 10 years' experience(Post Qualification) with expertise in the area of accounting and financial management sector (not statutory audit, Internal Audit or concurrent audit) of Central /State Level Government Organizations of India or in any State Government or Central Government Undertakings and have executed at least one similar assignment to his credit in the	1	Full time

			capacity of Team Leader or Deputy Team Leader.		
2	Team Member	Working as a Team member under the leadership of Team Leader	Accountant Category -1 CA Inter/CMA with minimum 2 years of experience (Post Qualification) in accounting, audit planning, execution & reporting.	4	Full time
			Accountant Category- 2 B.Com graduate with 3 years of experience (Post Qualification) in accounting, audit planning, execution & reporting.	2	Full time

The number of manpower may be increased as per the requirements, The CA firm should provide CVs of personnel who are expected to be engaged in the work for evaluation purposes. CV of Assigned key professional should be signed by a partner in the firm.

5- PAYMENT TERMS

- (a) Payment of the works shall be made by Education Department after submission of monthly bill.
- (b) Bidder will raise the proportionate monthly invoices on the basis of attendance of its personnel
- (c) No advance payment shall be made.
- (d) No interest amount would be payable on delayed payments. However, department would normally make every possible effort to make payments promptly.

6- DURATION OF WORK

The work shall be initially for a period of 02 (Two) years which may further be extended for a further period of two more years with 10% hike on manpower cost and terms & conditions based on the requirements.

7- MANPOWER DEPLOYMENT AND ATTENDANCE:

- The deployed resources would be eligible to avail holidays as per state government calendar. Resource will be eligible for additional leave as per the leave policy of their organization subject to prior approval on leave by the Department. In case, any resource avails leave of more

than 7 working days, the CA firm shall provide suitable replacement for the duration.

- Out station travel by the deployed resources (Out of Patna) shall be undertaken as per the directions of the authority. The Vehicle will be provided by the department for out station travel in case they are directed to travel or TA bill shall be submitted as per prevailing practice in the Education Department.
- The Firm agrees to ensure that all deployed personnel assigned to this project adhere to strict attendance protocols as mandated by the Client.
- Attendance will be recorded in a register/ Geo-attendance, or biometric system as specified by the Client. The attendance records must be updated daily.
- The Client reserves the right to audit attendance records at any point in time. Failure to maintain accurate attendance records will lead to deductions in the payment for the corresponding period.
- Absconding and unavailability of Manpower on regular basis may lead to blacklisting and Termination of the Contract.

DELAY PENALTY:

Education Department may impose penalty and deduct payment in case of delay in completion of the assignment to 0.1% per day of delay up to the maximum 10% of the assignment cost. However, in case of delay due to reasons beyond the control of the CA Firm, suitable extension of time may be granted.

8- TRANSFER OF RFP

The RFP Document is not transferable to any other bidder.

9- Document Fee and Tender Processing Fee:

All Applicants have to pay a non-refundable Document Fee of Rs.5,000/- (Five Thousand only) and Tender Processing Fee of Rs. 590.00 or as applicable (Five Hundred Ninety only) through e-payment mode (i.e. NEFT/RTGS/Credit Card/Debit Card) on eProc2 Portal.

10- Earnest Money Deposit (EMD):

An EMD of Rs. 1,00,000/- (One lakh) through e-payment mode only (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable.

If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited

11- CONSORTIUM AND JOINT VENTURES

Consortium, Joint venture, AOP (Association of Persons), subletting, Subcontracting and Outsourcing will not be allowed.

12- COMPLETENESS OF RESPONSE

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of Proposal 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 or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

13- SUPPLEMENTAL INFORMATION TO THE RFP

If Education Department, Patna, deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

14- PRE-BID CONFERENCE

- a) The Education Department shall hold a pre-bid meeting with the prospective Bidders as per information given in the Fact Sheet above.
- b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only as mentioned in the data sheet above.
- c) The e-mail should necessarily have subject as per the following nomenclature: "Pre-bid Query - RFP Education Department**{Company's Name}"
- d) The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

Sr No	RFP document reference(s). (Section & page number)	Content of RFP requiring clarification	Point of clarification(s)

15- EDUCATION DEPARTMENT, PATNA HAS RIGHT TO TERMINATE THE PROCESS

Education Department may terminate the RFP process at any time and without assigning any reason. Education Department reserves the right to amend / edit / add /delete any clause of this Proposal Document. However, this will be informed to all and will become part of Proposal / RFP.

16- ELIGIBILITY CRITERIA:

The Interested party must meet the following criteria (*and submit copies of supporting documents attested by authorized signatory*):

- a. Constitution should be partnership/LLP.
- b. Firm should be registered with ICAI with minimum 15 years of existence (*please attach a copy of registration*).
- c. Firm should have at least minimum 05 Partners (As per certificate of ICAI as on date of publication of the tender) out of which one should be FCA.
- d. Firm should be empaneled with CAG at the time of application and hold minimum 40 ranking points with CAG. (2024-2025)
- e. Firm should have Income Tax PAN and Goods & Service Tax Registration No. (*please attach relevant copies*).
- f. Firm should have prior experience of carrying out similar kind of work in 3 unique assignments (Experience of three different organization) in any Department (s) of Govt of Bihar/State Government/PSU or Central Government (except bank). (*Please attach the details of similar assignments. The minimum number of assignments should be 3 in last 3 financial years i.e., 2021-22, 2022-23 & 2023-2024.*
- g. Average Annual turnover/ revenue of the Firm should be at least Rs. 1 Crores in the last 3 Financial years i.e, 2021-22, 2022-23 & 2023-2024. (*Relevant audited report to be submitted*).
- h. The Firm should have never been indicted by any court of law or any regulatory body or any state/ central government agencies (*Self declaration on Firms' letter head to be submitted*)
- i. The firm must provide a declaration on Firm Letter Head for adherence of the minimum wages act, labour laws, EPF and ESI rules.

17- TECHNICAL EVALUATION CRITERIA

- The technical evaluation will be done as per the eligibility criteria as defined in Section 16 of Eligibility Criteria for each bidder.
- A Technical Proposal will be rejected in any of the following cases:
 - (i) The Technical Proposal was submitted in the wrong format and is not meeting the eligibility criteria.
 - (ii) The Technical Proposal included details of costs of the services; or
 - (iii) It has failed to meet any of the mandatory eligibility criteria as per RFP
- CA firms whose technical proposals are found eligible in meeting the "Minimum Eligibility Criteria" will be evaluated as per the "Technical Evaluation Score Matrix" and their Technical Evaluation Score will be obtained.
- Bidders, whose bids are responsive, based on the Minimum Eligibility Criteria and score at least 70 marks (out of 100) from the technical evaluation criteria, would be considered technically qualified for opening of their financial bid.
- Post the technical evaluation is completed, the client will proceed for opening of Financial Proposals of successful bidders at technical stage.
- Financial Proposal of Only those bidders will be opened whose Technical Proposal have passed the technical evaluation as above.

Sl. No.	Criteria	Basis of Evaluation	Points	Maximum Points
i.	Age of Firm as per ICAI Record as on date of publication of tender	More than 15 years up to 18 years	6	10
		More than 18 years up to 20 years	8	
		More than 20 years	10	
ii.	Full Time Partners associated with the firm	As per certificate of ICAI as on date of publication of tender		10
		5 partners = 5 marks 1 mark for each additional partner. (Upto max 5 Marks)		
iii.	No. of Chartered Accountants employed with the firm As per ICAI records	2 full time CA employee = 3 mark 1 mark for each additional full time CA employee (Up to 2 Marks Maximum)		5
iv.	Number of Semi-qualified	Staff, Articled/Audit Clerks employed by the		

Sl. No.	Criteria	Basis of Evaluation	Points	Maximum Points
	Staff	firm who have passed the Intermediate/ PE- II/ PCC/ IPCC Examination of the ICAI/CMA.		5
		• More than 3 but up to 5	2	
		• More than 5 but up to 10	3	
		• more than 10	5	
v.	Average Annual Turnover	• From 1 Crores and up to 1.50 crores	2	5
		• More than Rs. 1.50 crores and up to 2 crores	3	
		• More than 2 crores	5	
vi.	Head Office/Branch	Registered Office (Head Office) in Bihar	5	5
		Branch Office in Bihar	3	
vii.	Past Experience in similar assignment of handling/ managing accounting and financial management work comprising receipt/ payment/ bookkeeping etc. executed on or after 01.04.2019, completed or ongoing	At least 3 but up to 5 such assignments of Central/State Govt. Organisations	5	10
		More than 5 such assignments of Central/State Govt. Organisations	10	
viii.	CV of Team Leader At least one similar assignment to his credit in the capacity of Team leader or Deputy Team Leader.	Post CA Qualified Experience 10 Years to 12 years= 3 marks >12 Years to 15 Years= 5 marks >15 Years = 8 marks	8	24
		Team leader is having FCA certificate/relevant document as on date of issue of RFP	2	
		CISA/DISA qualification (minimum 2 years old CISA or DISA qualification as on date of issue of RFP	2	
		Minimum 3 years of working experience on any Central Govt./State Govt./PSU on similar assignments	2	
		Interview Performance :- Evaluation of communication, understanding of role, relevant Experience, problem-solving skills, and	10	

Sl. No.	Criteria	Basis of Evaluation	Points	Maximum Points
		leadership qualities		
ix.	CV of proposed Category 1 Accountant (CA Inter)	CA Inter with Post Qualification Experience 2 Years to 3 years= 1 marks >3 Years to 4 Years= 2 marks >4 Years = 3 marks (max 3 marks for each suitable CV)	12 (Max marks for 4 CVs)	16
		1 years of working experience on any Central Govt./State Govt./PSU on similar assignments (1marks for each suitable CV)	4	
x.	CV of proposed Category 2 Accountant (B.Com graduate)	B.Com Graduate with Post Qualification Experience 3 Years to 4 years=2 marks >4 Years to 5 Years= 3 marks >5 Years = 4 marks (max 4 marks for each suitable CV)	8 (Max marks for 2 CVs)	10
		1 years of working experience on any Central Govt./State Govt./PSU on similar assignments (1marks for each suitable CV)	2	
Maximum Total Points				100

NOTE:

- In case of merger, the partners of the merging firms will be assigned points after one year from the date of merger.
- The Department reserves the right to conduct the interview either in-person or online, at its sole discretion.
- No TA/DA will be provided to the candidates for attending the interview, if conducted in-person.
- Notwithstanding anything contained in this tender document, technical assessment shall be made at the sole discretion of Education Department and its decision shall be final and not challengeable.
- In case of a tie in the L1 price, the technical evaluation score will be considered for the allotment of work. If there is a tie in both the L1 price and the technical evaluation score, the work will be awarded based on the turnover.
- A maximum of two personnel from Category 1 Accountant and Category 2 Accountant,

whose CVs were evaluated for scoring, may be replaced during deployment. However, the Team Leader cannot be replaced.

18- TENDER OPENING

- a. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Education Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- b. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

19- TENDER VALIDITY

The offer submitted by the Bidders shall be valid for minimum period of 180 days from the date of submission of Tender.

20- PRICE BID, AND AWARD OF WORK ORDER:

- a. The financial bid of only those CAG empaneled CA will be considered who meet the eligibility criteria and secured 70 marks in Evaluation Criteria as specified in Section 17.
- b. Price bid will be explored on the Least Cost Method (L1).

21- ALLOTMENT OF OTHER WORK

Based on the explored rate as per financial quote Education Department may engaged CA firm to provide manpower for the other Units of Education Department.

22- TERMINATION OF WORK:

Education Department, Govt. of Bihar, reserves the right to terminate/Cancel the the work order. The Department will review the work performance of C.A firm after their appointment and if their performance is not satisfactory the firm will be debarred from the Manpower/audit work.

23- PERFORMANCE SECURITY

- a) Selected bidder will have to submit 10% of the total bid/contract value as performance security will have to be deposited in form of **Bank Guarantee in favour of Director, Administration, Education Department, Payable at Patna**, by the selected bidder Within 21 days from the date of issuance of Letter of Intent (LOI) (valid till at least 30 days from the date of expiry of defect liability period)
- b) The performance security will be refunded only after the expiry of Guarantee/Warranty period as specified in the bid-document/agreement.
- c) The performance security deposit shall be forfeited in case any terms and conditions of the contract/agreement are infringed or the bidder fails to complete the work in time.

24- FRAUD OR CORRUPT PRACTICES

- a) The Bidders shall observe the highest standard of ethics during the Bidding Process and after the issue of the Letter of Intent (LOI)/Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOI/WO or the Agreement, the Department may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b) Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI /WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice during the Selection Process, or after the issue of the LOI /WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Department during a period of 1 (one) year from the date such Bidder is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
- ii. "Fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- iii. "Coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
- iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

25- PROHIBITION ON ADVERTISING

The successful bidder shall not advertise or otherwise make public that the firms is furnishing services to Education Department without specific permission of the Director (Admin).

26- TRANSITION AND EXIT PLAN:

- (a) The Firm shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, the

Directorate reserves the right to charge appropriate penalties and liquidated damages from the selected agency.

- (b) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- (c) The transition plan along with the period shall be mutually agreed between the firm and the Directorate when the situation occurs. Firm shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

27- Non-Disclosure Agreement (NDA):

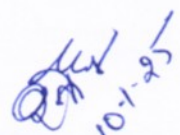
The successful bidder shall be required to sign the Non-Disclosure Agreement (NDA) as provided in Annexure V.

28- GOVERNMENT LAW AND DISPUTE RESOLUTION

That the Agreement would be executed with the successful bidder shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over matters relating to or arising from the said Agreement.

29- ANNEXURES

- Annexure I: Cover Letter/Letter of Proposal
- Annexure II: Power of Attorney
- Annexure III: Particulars/Details of the Firm
- Annexure IV: Self-declaration – Court Cases / Arbitration Cases / any other case or No Blacklisting against the firm and partners
- Annexure V: Self-declaration: Non-Disclosure Agreement (NDA)
- Annexure VI: Format for Financial -Bid


**Director,
Administration**

Annexure I- Cover Letter/Letter of Proposal

To,
Director
Administration
Education Department

Subject: RFP from Chartered Accountant (CA) Firms for appointment as Financial Management and Accounting Support Consultant in Education Department.

Dear Sir/Madam,

We, the undersigned, offer to provide the services as mentioned in the subject Education Department in accordance with your RFP/NIT Ref NodatedWe are hereby submitting our Proposal for the same.

We understand that the Education Department, may cancel the process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the rights of Education Department to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever. Further, we declare that:-

- (a) We have examined and have no reservations to the tender documents, including any addendum issued by the Education Department;
- (b) We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- (c) We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- (d) A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- (e) We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of the Signatory:

Name of the Firm:

Address:

Location: _____ Date:

Annexure II: Power of Attorney

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

Know all men by these present, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for "RFP for **Chartered Accountant (CA) Firms for appointment as Financial Management and Accounting Support Consultant in Education Department**" including signing and submission of all documents and providing information / responses to Education Department, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2025.

For
(Name, Designation and address) Accepted
..... (Signature)
(Name, title and address of the Attorney)

Date:

Note: -

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Annexure III: Particulars/Details of the Firm

Sl. No.	PARTICULARS	Supporting Documents required to be submitted along with this Form
1	Name and address of the Firm	
	Head Office/branch Office	Please fill up Annexure I.A (attach supporting document.)
2	Firm Income Tax PAN No.	Attach copy of PAN Card
3	Firm Income Tax Registration NO.	Attach copy of Registration (if applicable)
4	Registration No. with ICAI Proof.	Attach copy of ICAI Certificate
5	No. of Year of Firm Existence & Date of establishment of Firm.	Attested copy of Firm Constitution Certificate of ICAI. Further Clarified that the firm should submit the constitution Certificate of the latest date after which there has been no change in the Partnership status.
6	Turnover of the Firm in last completed financial years	Attach audited accounts for the last three completed Years
	Year 2021-2022	RS.....
	Year 2022-2023	RS.....
	Year 2023-2024	RS.....
	Average	Total: -
7	Relevant Experience of the Firm (except banks):	Give details in Annexure I.B (also attach Copy of the Offer Letter/ Contract/LOI/completion certificate/ declaration based on receipts of professional fee may be attached for supporting.)
8	Empaneled with CAG at the time of application and hold minimum 40 ranking points with CAG	Attach copy
9	Details of Partners	Please fill up Annexure I.C
10	Details of Full time CA Employee	Please fill up Annexure I.D
11	Details of other Employees, CA-Inter, B.Com.	Please fill up Annexure I.E
12	CV of proposed Team members	Attach CV and Please fill up Annexure I.G.

I.A. Particular of Head/Branches (including foreign branches, if any)

Sl.No.	Station at which located	Complete address with PIN Code & Telephone No.	Name of the partner incharge of the branch	Date of opening of the branch	Remarks

Place:

Signature

Date:

Full name and address.....

(Seal of the Firm)

I.B. Details of similar experience of the firm for the last 3 years

Name of the area / sector	Name of the Client company /Firm/ body etc.	Year of Work e.g.	Fees charged for each of the assignments in each year.	Nature of assignment viz. Financial Management etc.	Name of the full time partner who supervised the work or signed the financial statements and who is still working in the firm
		2021-22			
		2022-23			
		2023-24			

Place:

Signature

Date:

Full name and address.....

(Seal of the Firm)

1.C. Details of Full Time Partners of the firm.

Sl. No.	Name of the Partners	Member-Ship No.	Whether FCA / ACA	Date of joining the firm (full time)	Date of becoming FCA	DISA Certificate details from ICAI of Partners	Station & Region where residing at present

Place:

Signature

Date:

Full name and address.....

(Seal of the Firm)

1.D. Details of Full-Time CA employee of the firm.

Sl.No.	Name	Member-Ship No.	Whether FCA / ACA	Date of joining the firm as full time employee	Signature of the employees

Place:

Signature

Date:

Full name and address.....

(Seal of the Firm)

1.E. Other Audit Staff employed full time with the firm.

Sl. No.	Name of Staff	CRO/ERO/NRO No.	From the Period

Place:

Signature

Date:

Full name and address.....

(Seal of the Firm)

I.F. Details of Qualified Staff (Chartered Accountants) (Please provide attested copy of Certificate of ICAI)

Sl. No.	Name of Staff with Contact No.	Length of Association with the Firm (In years)	Educational Qualifications	Area of Key Expertise	Membership No.	Relevant Experience
1						
2						
3						
4						
5						
6						
7						
8						

I.G. Detail Composition of Team Member for the Proposed Assignment

Sl. No.	Name	Addresses	Designation	Educational Qualifications	Client Name/Company worked with length of work	Key Responsibilities or Task Assigned	Relevant year of Experience	CV Attached at page no
1			Team Leader					
			Accountant Category -1					

			Accountant Category -1					
			Accountant Category -2					

Attach details CV of a qualified Chartered Accountant with support staff details as appropriate to the assignment.

Annexure IV: Self-declaration

**Court Cases / Arbitration Cases / any other case or No Blacklisting against the firm and partners
(On bidder's letter head)**

To,

Director,

Administration

Education Department,

In response to the Tender/RFP Reference No:dated for establishment & operationalization of **"RFP for Chartered Accountant (CA) Firms for appointment as Financial Management and Accounting Support Consultant in Directorate of Education Department,** as an Owner/Partner/Director of

,I/We hereby declare that presently our Company/ firm , at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized

Signatory:

Seal of the Organization:

Date:

Place:

Annexure V: Non-Disclosure Agreement (NDA)

This **Non-Disclosure Agreement ("Agreement")** is entered into as of [Date], by and between [Education Department], having its principal place of business at [Address] (hereinafter referred to as the "Disclosing Party"), and **Name of Firm**, having its principal place of business at [Address] (hereinafter referred to as the "Receiving Party").

1. Purpose

This Agreement is made to ensure that all confidential and proprietary information, data, and materials related to the work assigned by the Disclosing Party are protected and not disclosed to any unauthorized individual, organization, or entity.

2. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" includes, but is not limited to:

- Work-related data, designs, plans, reports, strategies, and methodologies.
- Financial data, client information, vendor details, and transaction records.
- Technical data, software, systems, codes, and documentation.
- Any communication or information marked as "Confidential" or "Proprietary."
- All outputs, deliverables, and related materials developed or shared during the work.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely for the purpose of performing the assigned work.
- Keep all Confidential Information strictly confidential and not disclose it to any third party without prior written consent from the Disclosing Party.
- Limit access to Confidential Information to employees or associates who have a legitimate need to know and are bound by similar confidentiality obligations.
- Take all necessary precautions to protect the confidentiality of the information, including secure storage and restricted access.
- Return or destroy all Confidential Information, including copies or reproductions, upon completion of the work or at the request of the Disclosing Party.

4. Exceptions

Confidential Information does not include information that:

- Is publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party.
- Is already known to the Receiving Party without obligation of confidentiality.
- Is disclosed by a third party lawfully in possession of the information and not bound by a confidentiality agreement.
- Is required to be disclosed by law or by order of a competent authority, provided the Receiving Party notifies the Disclosing Party promptly to enable it to seek protective measures.

5. Term and Duration

The obligations under this Agreement shall remain in effect during the term of the work assignment and for a period of 2 years after the completion or termination of the work, whichever occurs later.

6. Remedies for Breach

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not suffice. In such cases, the Disclosing Party is entitled to seek injunctive relief or other equitable remedies, in addition to any other legal remedies available.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning confidentiality and supersedes all prior agreements or understandings related to this subject.

For the Disclosing Party:

Name of Department: _____
Authorized Signatory: _____
Seal of the Organization: _____
Date and Place: _____

For the Receiving Party:

Name of the Bidder: _____
Authorized Signatory: _____
Seal of the Organization: _____
Date and Place : _____

Annexure VI: Format for Financial -Bid

Sr No	Position	Number of manpower	Deployment Months	Cost per Manpower Per Month (Excluding GST)*	Total Monthly manpower cost (Excluding GST)*	Total Amount
1	2	3	4	5	6=3*5	7=3*4*5
1	Team leader	1	24 Month			
2	Accountant Category 1 (CA Inter)	4	24 Month			
3	Accountant Category 2 (B.Com)	2	24 Month			
Grand Total						
Grand total in words						

Note:

- (a) For the assigned work, systems and all related infrastructure will be provided by Education Department. Personal accessories required for the performance of the assignment like laptops/mobiles etc. will have to be arranged by the agency at its own cost. No other allowances like TA/ DA etc. will be paid by Education Department. On approval of authority for outstation (Outside Patna) work vehicle will be arranged by Education Department or TA will be given as per norms.
- (b) It shall include all costs associated with the assignment including all travel, lodging, boarding etc. including margin. The Tendering Authority will not bear any cost other than the lump-sum fee mentioned in the financial proposal.
- (c) The financial bid will have to be submitted as per standard on-line format (E-proc) only.
- (d) The decision of the Department will be final & will be binding on all firms.
- (e) *During Evaluation of Financial proposals, the quoted Total Professional Fee excluding GST shall be considered.
- (f) *The client shall pay the Firm, the GST, on prevailing rates as applicable on the Professional Services as above.
- (g) Final negotiation on rates given in financial bid will be made after finalization of Tender. The work order will be awarded based on L1 basis explored by the Department.

Name of the Bidder and Organization:

Authorized Signatory: