



**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
PROFESSIONAL FIRM FOR IMPLEMENTATION OF
SUSTAINABLE REAL TIME ACCRUAL BASED DOUBLE ENTRY
ACCOUNTING SYSTEM (ABDEAS) IN MUNICIPAL
CORPORATION FARIDABAD**

Issued on 30/05/2017

**Municipal Corporation Faridabad,
BK Chowk, NIT Faridabad, Haryana.
Pin code- 121001.
cmc@mcfbd.com**

OFFICE OF THE MUNICIPAL COPORATION FARIDABAD

No. MCF/PA/2017/402

DATED:- 30/05/2017

E-TENDER NOTICE

Municipal Corporation Faridabad (MCF) invites online tenders for Implementation of Sustainable Real Time Accrual Based Double Entry Accounting System (ABDEAS) of MCF. Details of tender schedule is given below:-

Sr. No.	T. No.	Name of work	Est. Amount	EMD to be deposited by Bidder (Rs.)	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission	Tender Open Date
1.	45088	Selection of Professional Firms For Implementation Of Sustainable Real Time Accrual Based Double Entry Accounting System (ABDEAS) In Municipal Corporation Faridabad	QCBS Method	Rs. 100,000 (Indian Rupees One Lakh only)	5000 + 1000 =6000/-	30/05/2017 Time 19:00 PM	20/06/2017 Time 17:00 PM	22/06/2017 Time 11:00 AM

1. Tender will be opened on 22/06/2017.
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Executive Engineer, Municipal Corporation, Faridabad phone no. 91-129-2410086. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>

5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering”.

Executive Engineer
Municipal Corporation,
Faridabad

TENDER DATA

	Purpose of RFP	“Selection of Professional Firm for Implementation of Sustainable Real Time Accrual Based Double Entry Accounting System (ABDEAS) in Municipal Corporation Faridabad
2	Tender Ref. No	Ref No. MCF/PA/2017/402
3	Earnest Money Deposit	Rs. 1,00,000.00
4	Bid Processing Fee	Rs. 6000/- (Rs. 5000/ + Rs. 1000/) (Bid Processing fee as Indian Rupees Five Thousand + One thousand for e-service fee) as specified in General Terms and Condition of e-tending.
5	Pre Bid Meeting	07/06/2017 At 11:30 AM
6	Last Date for Submission	20/06/2017 by 17:00 PM
7	Bid Validity	90 days from the date of submission of the bid
8	Address for Submission	Municipal Corporation Faridabad, BK Chowk, NIT Faridabad, Haryana. Pin Code- 121001. Ph. No: 0129 2410086 Email Id: cmc@mcfbd.com
9	Date of Opening of Technical bid	22/06/2017 at 11:00 AM
10	Date of Opening of commercial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail.

Disclaimer

The information contained in this request for proposal document (the “RFP”) or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation Faridabad (hereinafter referred to as “MCF”) or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MCF to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful in formulation of their application for qualification and thus selection pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the MCF in relation to the event. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the MCF, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

MCF, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

MCF also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. MCF may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the MCF is bound to select and shortlist Applications and MCF reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MCF or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MCF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

Commissioner,
Municipal Corporation of Faridabad

Reference No.:	MCF/PA/2017/402
Name of The Client:	MUNICIPAL CORPORATION FARIDABD
Title of Consulting Services:	REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PROFESSIONAL FIRM FOR IMPLEMENTATION OF SUSTAINABLE REAL TIME ACCRUAL BASED DOUBLE ENTRY ACCOUNTING SYSTEM (ABDEAS) IN MUNICIPAL CORPORATION FARIDABAD

PART 1. Letter of Invitation

1. Municipal Corporation Faridabad (hereinafter called “Employer”) invites proposals to provide the following consulting services (hereinafter called "Services"): " SELECTION OF PROFESSIONAL FIRMS FOR IMPLEMENTATION OF SUSTAINABLE REAL TIME ACCRUAL BASED DOUBL EENTRY ACCOUNTING SYSTEM (ABDEAS) IN MUNCIPAL CORPORATION FARIDABAD
2. The RFP includes the following documents:
 - Introduction
 - About the assignment
 - Instructions to bidder
 - Evaluation of proposal and appointment of consultant
 - Fraud and corrupt practices
3. MiscellaneousThe proposal is available online on <https://haryanaeprocurement.gov.in> from **30/05/2017 (19:00 onward)** to **20/06/2017 (up to 17:00)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering (Page-3). Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
4. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
5. Proposal must be submitted online on <https://haryanaeprocurement.gov.in> on or before 5.00 PM hours on **20/06/2017** and the ‘Technical proposal’ will be opened online on the **22/06/ 2017** at 11 AM. The “Financial proposal” shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next

working day at the same time. The electronic bidding system would not allow any late submission of Proposal.

6. For any other queries, please contact Executive Engineer, Faridabad Smart City Limited on phone No.0129 2410086
7. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in>.

Yours sincerely,

Address: Executive Engineer, Municipal Corporation Faridabad, BK Chowk, N.I.T. Faridabad, Haryana. Pin Code- 121001.

Ph. No: 0129-2410086

Email Id: cmc@mcfbd.com

General Terms and Conditions for e tendering:

1. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
4. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time i.e. between **30/05/2017 (from 19:00) to 19/06/ 2017 (up to 16:00 PM)**. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her Proposal for the respective event / tenders.
5. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before **(19/06/ 2017 (up to 4 PM)**); and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their Proposal on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.
6. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
7. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
8. The offer will remain valid up to 90 days from the date of opening of tenders.
9. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

1. INTRODUCTION

Faridabad secured a berth in a ‘fast-track’ list of 13 towns that will be developed into smart cities. The Municipal Corporation of Faridabad (MCF) had submitted a Smart City Proposal (SCP), projecting a total expenditure of Rs.2,600.01 crore, to the Union Ministry of Urban Development last month to compete for a place in the list of Fast Track Smart Cities. The city as a whole is doing everything to implement the interventions proposed in SCP.

In order to meet the fund requirement for implementation of the SCP, MCF may need to borrow money from the Market through bonds etc. and following good accounting practices is one of the requirements for raising funds from debt market. Moreover, under mission AMRUT, implementation of the double entry accounting system in compliance of National Municipal Accounting Manual or similar State Municipal Accounting Manual is one of the mandatory reforms.

MCF has made some efforts in this regard and Balance Sheet and Asset Register upto the financial year 2013-14 has already been prepared. Therefore, these need to be updated. Besides this the MCF is maintaining accounts on accrual basis on real time. The practice is as follows:

- i. Manual registers are being maintained to record accounting transactions at head office, different divisions and units.
- ii. All registers are consolidated on annual basis to prepare consolidated financial statement for MCF.
- iii. However MCF has started to convert its cash book in Tally after considering accrual aspects end of year.
- iv. All books of accounts are maintained on cash basis, while accrual aspects are added during finalisation of accounts through outsourcing
- v. Consolidation and preparation of financial statement is done by outside professionals as organisation has limited capacity in this regard.

Thus, in this background, MCF seeks migration to accrual based double entry system on real time basis in accordance with the provisions of National Municipal Accounting Manual.

2. TERMS OF REFERENCE AND SCOPE OF WORK

2.1.1. Scope of Work

To implement an efficient accrual based double entry accounting system on real time, MCF intends to engage a professional firm which will provide technical assistance and support MCF in financial management activities.

The broad outline of the scope of work would include:

Selected firm is required to study the existing system, identify the gaps and design a roadmap for complete migration to accrual based double entry accounting system on real time basis in accordance with National Municipal Accounting Manual. The scope of work will be broadly as under, (This is not limited and may vary during actual implementation):

- a) Assist the MCF in managing the transition to accrual based double entry accounting system as per provisions of National Municipal Accounting Manual(NMAM)/State Municipal Accounting Manual(SMAM) .This is in line with 56 Mile stones specified in AMRUT guidelines;
- b) Perform all activities required for migration from existing to accrual based double entry accounting system.

- Update Opening Balance Sheet as on 1st April 2015;

Opening Balance Sheet is the starting Point for Migration to Accrual Based Double Entry as it indicates the as is position of ULB. On this lines, consulting firm has to prepare opening balance sheet by listing and valuing all liabilities and assets as on 1 April 2015.This must be prepared in Line with NMAM/SMAM

- Update and value Fixed Asset Inventory as on 1 April 2015;

Consulting Firm will ensure that Accrual Based Double Entry is implemented in MCF. Financial Statements will be prepared as per NMAM/SMAM. Financial Statements will include Income Expenditure Statement and Balance sheet along with all annexures and Accounting Policies .Fixed Asset register is already in Place at MCF and assets will be updated based on invoices and sample physical verification. Valuation of these assets will be done as per Model National Asset valuation Methodology (MNAVM). This will be in line with 56 Milestones of AMRUT guidelines and once prepared these Financial Statements will be publish on website.

- c) Assist ULBs in computerisation for implementation of real time Accrual Based Double Entry Accounting System through generally used accounting software and later it shall be migrated to E Gov software so that all activities are directly linked to accounting on real time basis.

In addition to Preparation of Financial Statements, Consulting Firm will ensure that all vouchers are accounted in Accounting Software so that real time MIS reports can be generated as per requirements. It will be done to ensure that reports can easily be migrated to E Gov Software in line with E Mass requirements of AMRUT.

The accounting software shall be procured by the consultant as per the norms of MCF. The cost of software shall be borne by the MCF upon submission of bill. The software licence shall be in the name of MCF.

- d) Capacity building through training and hand holding to ensure sustainability of the new accounting system;

All accounting will of no use unless internal staff could generate reports themselves. Basic objective of these assignments is not to generate Financial Statements but to infuse capacity among with MCF staff so that once consultants leave; they can do real time accrual based accounting. Consulting Firm would ensure that along with Class room training on concepts of migration to accrual based double entry on regular basis, there will be continuous on the job handholding support for MCF staff.

- e) Prepare, support and sustain ULBs in implementation of Accrual Based Double Entry system in preparation of Financial Statements and MIS reports.
- f) Consulting Firm will Prepare MIS formats to be used by MCF for taking any financial decision like Total Receivables Due and Collected. On similar Lines, innovative MIS formats needs to be prepared by Consulting Firm

The broad tasks are given below which include but not limited to the following:

I. Preparation of Financial statements:

- (i) Analyse and Report whether the financial statements being prepared by the ULB conform to policy guidelines prescribed by the applicable Municipal Accounting Manual. Presently MCF are preparing some Financial Statements so consulting firm is expected to review the existing Financial Statements and statement and incorporate changes in the new system if it is not in line with NMAM/SMAM
- (ii) Update the accounting Polices in accordance with the applicable Municipal Accounting Manual. Data in all the financial statements is to be accounted based on Accounting Policies and specific accounting Principles and method of applying those Principles in Preparation and Presentation of Financial Statements. Consulting Firm is expected to prepare a template for Accounting Polices as a ready reckoner.
- (iii) Prepare/Update Template/Format of Financial statements along with its related annexure
- (iv) Financial Statements Format along with Annexures and sub annexures will be prepared in Excel and also customised for applicable accounting software.
- (v) Provide guidelines and build capacity of the ULB in timely preparation of financial statements and for maintenance of various types of accounting records as per provisions of the applicable accounting manual or financial rule.
- (vi) Consulting Firm is expected to provide continuous handholding to staff in Preparation of Financial Statements and guide them migration from accounting Books to accounting software.

- (vii) Support the ULB in preparing the financial statements for the year 2015-16 and 2016-2017. The consultant shall complete the following activities but not limited to:
- a) Preparation of Bank Reconciliation Statements stating from the period - Financial year 1 April 2015 onwards.
 - b) Reconciliation of receivables and collections from the period - Financial year 1 April 2015 onwards.
 - c) Reconciliation of advances
 - d) Reconciliation of loans received (borrowings)
 - e) Reconciliation of loans given to others
 - f) Reconciliation of income and expense heads
 - g) Annual Provisioning for Fixed Asset with regard to Depreciation
 - h) Annual Provision for doubtful debts
 - i) Verification of deposits/debtors and liabilities. However, actuarial valuation of employee benefits is beyond the scope of the assignment
 - j) Provisioning of unrealised revenue on annual basis
 - k) Closing of Ledger accounts on annual basis
 - l) Accrual of interest on borrowings, investments and loan to employees on annual basis.

II. Training

- (i) Preparation of MIS reports for the usage by MCF for decision making.
- (ii) Provide on the job and class room training to the Smart Municipal Accounting cell(SMAC) in maintenance of new books of accounts, preparation of financial statements, period end procedures and reconciliation processes
- (iii) Provide, regular monthly on the job training to designated personnel of accounting cell and staff of line departments responsible for providing data for implementation of the new accounting system and preparation of financial statements.

III. Other significant areas :

Support in Creation of Smart Municipal Accounting cell(SMAC) for MCF: Consulting Support cannot be sustainable solution and this consulting firm will create Smart Municipal Accounting cell(SMAC) with support of MCF and this will have specialised team catering to each core functions of account like person for receipts vouchers, person for payment voucher etc.

2.1.2. Deliverables and timelines

As defined above, deliverables of assignment is given as below:

S.No.	Deliverables	Approach/ content	Due date
OUTPUT BASED			
1	Inception report	<ul style="list-style-type: none"> ○ As is study ○ Area of improvement ○ Activity and input plan ○ Records of meeting held ○ Procedure for flow of data required for new accounting system including recording of accounting entries, maintenance of books and preparation of financial statements, implementation strategy etc. 	Within 2 weeks from commencement of work
2	Identification of the Software and implementation of recommended Software	Software Specifications	Within 4 weeks from commencement of work
3	Opening Balance Sheet as on 01.04.2015	Updation of Fixed assets register after valuation of all assets, various liability register as per MNAV. It will include list of municipal Assets (FIXED ASSESTS & Movable Assets) & INVENTORY, Incorporation of the assets, if any, not identified so far, Carrying out Valuation of Fixed Assets & Movable assets & liabilities as per Government Notifications/ Municipal Accounting Manuals. Updation of a Comprehensive Fixed Assets Register (FAR)/ Document.	Within 4 weeks from commencement of work
4	Financial statement for 2015-16	This will include Preparation of Trial Balance, Income and Expenditure statements, Bank Reconciliation Statements, Receipts and Payment Statements, Balance sheet & relevant schedules & annexure as per SMAM/NMAM for the year 2015-16	Within 7 weeks from commencement of work
5	Financial statement for 2016-17	This will include Preparation of Trial Balance, Income and Expenditure statements, Bank Reconciliation Statements, Receipts and Payment Statements, Balance sheet & relevant schedules & annexure as per SMAM/NMAM for the year 2016-17.	Within 11 weeks from commencement of work
6	MIS reports to be	Consulting Firm is expected to ensure Computerisation of all	Within 12 weeks from

S.No.	Deliverables	Approach/ content	Due date
	generated from Recommended Software in line with Smart City and AMRUT Guidelines.	Accounting Transactions of MCF in the in Accrual Based Double Entry Accounting System for the financial year 2015-2016 and 2016-2017 through suitable software available & thereby establishing computerized Accounting System in the MCF. The computerized Accounting System shall be interlinked to generate MIS reports to be used by MCF for their records and such should suffice requirements of Smart City and AMRUT Guidelines	commencement of work
7	Monthly Training- Minimum 2 per month	Consulting firm will Provide handholding support and assistance to sustain the new accounting system including asset accounting and inventory management, and provide necessary 'on site' professional support in maintaining various books of accounts prescribed including conduct class room sessions; The firm shall be responsible for simultaneously imparting on the job training / handholding support to the accounting staff of the MCF, as part of the hand – holding assistance, for ensuring building up of necessary competencies in them for future maintenance of accounts & computerized system subsequent to migration to accrual based double entry accounting system.	For assignment duration, minimum 6 Trainings to be completed .Bill will be processed once all 6 Trainings are completed. Training programme shall be finalize by through consultation with MCF.
8	Feasibility certificate for Real Time accounting in Place. This must be approved by Commissioner of MCF	Once ABDEAS is in place , consulting firm must ensure that at least one month transaction is entered by Staff of MCF and MCF will issue Feasibility certificate for Real Time accounting	

2.1.3. Key Personnel

The agency has to assess the requirement and initiate team deployment plan as per their understanding. Firm should note that team as mentioned below is the minimum requirement of MCF during whole period of the assignment.

The agency is required to provide qualified and dedicated staff to handle the entire accounting and financial management services at MCF. The required profile of the key professionals and their desired experience are given below:

Experts Title	Qualifications & Skills	Experience	Estimated No of Man months
1.Team Leader	<ul style="list-style-type: none"> • Fellow Chartered Accountant • Fluent in English • Good knowledge of local development issues • Knowledge of ULB essential 	<ul style="list-style-type: none"> • Managed similar tasks in Government sector for at least 15 years out of which minimum 10 years' experience of working with ULBs. • Must have successfully managed & completed at least 10 nos of similar assignments in conversion to ABDEAS in Govt. / PSUs out of which at least 3 must be funded by Central Ministry <p>[For Team Leadership, the expert must possess leadership qualities and must have done similar assignments at National and International level. Prior experience with Multilateral agency and Central Ministry will be preferred.]</p>	3 months
2.Municipal Finance Specialist	<ul style="list-style-type: none"> • Fellow Chartered Accountant • Fluent in English • Good knowledge of local development issues • Knowledge of ULB an advantage 	<ul style="list-style-type: none"> • Managed similar tasks in Government sector for at least 5 years out of which minimum 3 years' experience of working with ULBs. • Must have successfully managed & completed at least 3 nos of similar assignments in conversion to ABDEAS in ULBs 	3 Months
3. Accounting Specialist	<ul style="list-style-type: none"> • Chartered Accountant • Fluent in English • Good knowledge of 	<ul style="list-style-type: none"> • Managed similar tasks in Government sector for at least 3 years out of which minimum 2 years' experience of working with ULBs. 	3 Months

Experts Title	Qualifications & Skills	Experience	Estimated No of Man months
	<ul style="list-style-type: none"> local development issues Knowledge of ULB an advantage 	<ul style="list-style-type: none"> Must have successfully managed & completed at least 3 nos of similar assignments in conversion to ABDEAS in ULBs 	
4.Training Specialist	<ul style="list-style-type: none"> Fellow Chartered Accountant Fluent in English Good knowledge of local development issues Knowledge of ULB an advantage 	<ul style="list-style-type: none"> Managed similar tasks in for at least 10 years out of which minimum 5 years' experience of working with organisation Must have successfully managed & completed at least 5 nos of similar assignments in conversion to ABDEAS in Govt. / PSUs 	15 days

In addition to above, Support Staff in the capacity of accountants will be provided by Firm.

- (i) In addition to the qualification criteria provided above, staff should also be well versed in English and Hindi languages.
- (ii) The team shall be deployed on an exclusive basis and shall be responsible for carrying out the complete Scope of Work under the RFP.
- (iii) MCF will provide the required office space only to the team. However, the team shall arrange for their office infrastructure, boarding & lodging, travels etc. on their own cost.
- (iv) If any staff found to be indulging in fraud/ corruption or not performing during the contract period, MCF shall have the right to discontinue his services and the Firm shall provide replacement with equal or more qualified personnel within a period of 15 days. This shall also apply in case any of the team members resign/leave the Firm.

Please note that above requirement is minimum requirement for the assignment .For evaluation purpose, CV of only above team member is required to submit. If any firm submit extra CV from minimum requirement as mentioned above, MCF has choice to remove extra CV from evaluation process as per their choice. MCF may reduce/ increase the staff if found appropriate to do so, any time during the project tenure.

2.2. PAYMENT SCHEDULE

All payments to the consultant shall be made in INR. The fee shall also be quoted in INR only. There will not be any reimbursable expenses.

S.N.	Deliverables	Payment
1	Inception report	10 %
2	Identification of the Software, procurement and implementation of recommended Software.	10%
3	Opening Balance Sheet as on 01.04.2015	10 %
4	Financial statement for 2015-16	15%
5	Financial statement for 2016-17	15 %
6	MIS reports to be generated from Recommended Software in line with Smart City and AMRUT Guidelines	10 %
7	Monthly Training-Minimum 2 per month	10%
8	Feasibility certificate for Real Time accounting in Place. This must be approved by Commissioner of MCF	20%

2.3. EVALUATION METHODOLOGY

The Proposals should include a Technical Proposal specifying the Approach of the Applicant, the Proposed Team, and the Qualification of the Applicant and the Key Personnel as further described in this RFP document, and a Financial Proposal for the services provided under the Agreement. It should be noted that the selected firm is envisaged to play a critical role in handling accounting and financial management services at MCF. One of the major roles of the firm would be to strengthen the accounting system & support MCF in financial management activities. The Evaluation Criteria are as follows:

- (1). Firm's experience: [20]
- (2). Experience of Similar Assignment [20]
- (3). Experts' qualifications and experience [50]
- (4). Structure of Proposal including approach, Methodology, Staffing Schedule and work plan: [10]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:

- 1) General qualifications 30%
 - 2) Adequacy for the assignment 70%
- Total weight: 100%**

Total points for the criteria: 100

The minimum technical score S_t required to pass is: **75 Points** [Seventy Five points]

2.4. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Authority has adopted a Quality and Cost Based Selection (“QCBS”) process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the document.

The weights given to the Technical (T) and Financial (Sf) Proposals are:

$$T = 80 \text{ \& } Sf = 20$$

$$TS = 0.8T + 0.2 Sf$$

TS: Total score, T: Technical score, Sf: Financial score

Based on this technical evaluation, a list of short-listed applicants shall be prepared. Applicant scoring at least 75 marks will be eligible for opening of Financial Proposal. In the second stage, a financial evaluation will be carried out based on the total price as quoted by the Applicants. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the “Selected Applicant”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

2.5. WORKING ARRANGEMENTS

The person in charge of the counterpart support (hereinafter called the “Nodal Officer – Double entry Accounting System (DEAS Support”) from the ULB side will be the Accounts Officer of the ULB. Other support staff will include officers from the accounts department and engineering department as may be necessary. Accounting Cell will be established consisting of Technical Staff of ULBs under the headship of Nodal Officer

Consultant will be responsible to:

- arrange for all transportation and travelling required for the TA;
- arrange its own communication, data processing, and printing equipment and necessary stationeries ; and
- Arrange for any training material, printouts, etc required for introducing Accrual Based Double entry Accounting System in the ULBs, if required.

The Client will provide the following to the consultant:

- Provide office space to the consultant providing TA
- All data and information concerning the preparation of the opening balance sheet and the fixed assets valuation containing list of assets as per the respective Formats.

- Access to all books, registers, and records during office hours and permission to take notes and photocopies under the signature of the Nodal Officer – Accrual based Double entry Accounting System Support.
- ULBs to allow space in the training centres for training and holding of workshop of officers and staff, as may be necessary.
- Make arrangements for accounts staff to work closely with the consulting TA.
- Provide necessary information and data required for preparation of financial statements.
- Purchase Hardware and Software for computerisation of accounts for Preparation of -Financial Statements through Software.

3. INSTRUCTIONS TO BIDDER

3.1 CONTENTS OF THE RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with terms mentioned herein.

Request for Proposal

- 1 Introduction
- 2 About the assignment
- 3 Instructions to bidder
- 4 Evaluation of proposal and appointment of consultant
- 5 Fraud and corrupt practices
- 6 Miscellaneous

Appendices

Envelop-A: Technical Proposal

- a) Form TECH-1: Technical Proposal
- b) Form TECH-2: Consultant's Organization and Experience
 - A - Consultant's Organization
 - B - Consultant's Experience
- c) Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
 - d) A - On the Terms of Reference
 - e) B - On Counterpart Staff and Facilities
- f) Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment
- g) Form TECH-5: Team Composition and Task Assignments
- h) Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff
- i) Form TECH-7: Staffing Schedule

j) Form TECH-8 Work Schedule

Envelop-B: Financial Proposal

Fin 1 : Covering Letter

Fin 2 : Financial Proposal

3.2 NUMBER OF PROPOSALS

No Applicant or its Associate shall submit more than one Application for the Chartered accountants firm Services. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

3.3 LANGUAGE

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.4 VALIDITY OF THE PROPOSAL

The Proposal shall remain valid for acceptance by the MCF for a period of 90 days from the last date of submission of proposals. If needed, MCF may request the Applicants to extend the period of validity of their proposals on the same terms and conditions.

3.5 COST OF PROPOSAL

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.6 DOCUMENT FEE AND EMD

Bid document is available online on <https://haryanaeprocurement.gov.in>. Interested parties may download the bid documents from the website and submit their offer.

The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

- Bidders shall have to furnish a non-refundable Bid Processing Fee amounting to **Rs.6000/- (Rs.5000+1000) (Six thousand only)**
- Bidders shall have to furnish the Earnest Money Deposit (“EMD”) amounting to **Rs.100,000/- (One Lakh only).**

Bid submitted without Document Fee and EMD will be considered non-responsive and rejected without further consideration.

3.7 FIRMS ELIGIBILITY

To assure about the capacity, the firm eligible for the bidding process must satisfy the following eligible criteria:

- Bidder must not be debarred and blacklisted in any of the government organizations or parastatal bodies of any State or City of India / any proceeding by ICAI/any other organization against themselves.
- The bidder should be a Chartered Accountant Firm which should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN number) and Service Tax Registration [To provide all Certificates of Registration];
- The Firm should have been in operation for at least 15 years after its registration;
- Average Annual Income (i.e. Average Gross Professional Fees earned during the 3 years) of the Firm in the last 3 financial years ending on March 31st, 2016 must be equal to or more than Rs. 5 Crores. ***[To provide copies of audited Financial Statements for all the 3 years and a certificate of average annual income in the last 3 financial years];***
- The Firm should have experience in handling similar work for more than 10 ULBs/ Metropolitan/ Municipal Corporation ***[Documentary proof/ work orders / client certificates/ completion certificates to be submitted].***
- Joint ventures with other firms are **NOT** permitted for this assignment

3.8 DUE DILIGENCE BY APPLICANTS AND ACKNOWLEDGEMENT

Applicants are encouraged to inform themselves fully about assignment before submitting the Proposal.

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred here in the document
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.9 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

The Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.10 CLARIFICATIONS

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process. The envelopes shall clearly bear the following identification:

“Selection of Professional Firms for Implementation of Sustainable Real Time Accrual Based Double Entry Accounting System (ABDEAS) in Municipal Corporation Faridabad”

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by E-mail/E-procurement site.

The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

3.11 AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the E-procurement portal.

The amendments will be posted on the Official Website (E-procurement portal) along with the revised RFP containing the amendments and will be binding on all Applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

3.12 CONFLICT OF INTEREST

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MCF shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the MCF and not by way of penalty for, inter alia, the time, cost and effort of the MCF, including consideration of such Applicant’s Application (the “Damages”), without prejudice to any other right or remedy that may be available to MCF under the agreement or otherwise. The shortlisted Firm shall not be allowed to bid for any Audit related assignments with MCF during the contract period of 3 years.

3.13 PERFORMANCE SECURITY

The firm will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft / Fixed Deposit Receipt / Unconditional Bank Guarantee (in prescribed format) / in favour of Commissioner, Municipal Corporation Faridabad payable/ en-cashable at Faridabad, from any nationalised or scheduled commercial Bank in India for amount equivalent to 5% of total Contract Value towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month of successful completion of the assignment.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices

- b) If the Applicant is found to have a Conflict of Interest ; and
- c) If the selected Applicant commits a breach of the Agreement

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

3.14.1 Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

The proposal, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

3.14.2 Technical Proposal

Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”). While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b. power of attorney, if applicable, is executed as per Applicable Laws;
- c. CVs of all Key Personnel have been included;
- d. Key Personnel have been proposed only if they meet the Conditions of Eligibility
- e. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- g. Key Personnel proposed have good working knowledge of English language;
- h. Key Personnel would be available for the period indicated in the TOR;
- i. no Key Personnel should have attained the age of 75 years at the time of submitting the proposal

Failure to comply with the requirements spelt out above shall make the Proposal liable to be rejected.

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Service to the Applicant may also be liable to cancellation in such an event.

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

3.14.3 Financial Proposal

Applicants shall submit the financial proposal in the formats (the “**Financial Proposal**”) clearly indicating “**Financial Proposal for Selection of Consultancy firm for Providing Financial Management Services to Municipal Corporation Faridabad**” (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.). The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and

binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. MCF will provide office space and facilities e.g. communication, printing, stationery, travel, etc.
- d. Costs (including break down of costs) shall be expressed in INR.

3.14.4 Submission of Proposal

All the bids shall be submitted online. The bidders shall also submit one (1) hard Copy of the original proposal and One (1) copy of Technical Proposal. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

(a) Online Submission of Technical and Price proposal:

- Consultant can prepare and edit their offers number of times before final submission. Once finally submitted bidder cannot edit their offers submitted in any case. No written or online request in this regards shall be granted.
- Consultant shall submit their offer i.e. Technical bid as well as price Bid in Electronic Form on the above mentioned website latest by the submission date as mentioned above after digitally signing the same.
- Offers submitted without digitally signed will not be accepted.
- Offers only in physical form will not be accepted in any case.

(b) Opening of Proposals

- Opening of proposal will be held on Date and Time indicated in the Data Sheet
- The consultants or their representative who wish to remain present at the venue, at the time of opening of proposal may do so.
- The offline technical evaluation of the tender received on or before last date of submission would be done and results will be displayed on website.
- After successful completion of Technical Evaluation, financial proposal of only those consultants shall be opened online who are found qualified.

The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in it.

The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

The complete Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, or e-mail shall not be entertained.

The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the chartered accountant firm under the Agreement.

3.14.5 Modification/ substitution/ withdrawal of proposals

The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.15 EVALUATION OF PROPOSALS

3.15.1 Technical Proposal Evaluation

Technical proposals of all the firms which meet the basic requirements (i.e. timely submission, bid security, sealing of application, Pass/ Fail criteria etc.) would be taken up for detailed evaluation as per the technical bid evaluation criteria. All firms scoring 75 or above marks would be technically qualified and would only move into the next stage of Financial evaluation. The Applications shall be first evaluated on the basic requirements parameters. Those Applicants, who meet the basic requirements, shall be evaluated further as part of Technical Evaluation. Detailed evaluation of the proposals shall be undertaken for those Firms which qualify the above basic requirements

3.15.2 Short-listing of Applicants

All the Applicants ranked as aforesaid, shall be pre-qualified for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Authority may, in its sole discretion, open the financial proposal of a sole technically qualified Applicant or pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3a; provided that in such an event, the total number of pre-qualified Applicants shall not exceed 2 (two).

3.15.3 Evaluation of Financial Proposal

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. The financial proposal of only such Applicants will be opened who obtain minimum qualifying 75 or above Marks prescribed. Out of the technically qualified applicants, the final selection shall be based on Quality cum Cost based selection (QCBS) method. The detailed contents of each Financial Proposal will be subsequently reviewed. The evaluated total price (ETP) for each Financial Proposal will be determined. The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows: - $S_f = 100 \times F_m / F$

Where:

S_f is the financial score of the Financial Proposal being evaluated

F_m is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 100 marks.

3.15.4 Combined and Final Evaluation

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight age of 0.80 (or eighty percent) and 0.20 (or Twenty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Consultant. The technical and financial scores shall be added and the Contract will be awarded to the agency which scores maximum points and will be invited for contract negotiations.

3.16 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the firm under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology

and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

The Authority will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

3.17 Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred Applicant / Successful Applicant shall not be disclosed to any person who is officially not concerned with the Bidding Process or is not a retained professional advisor advising MCF in relation to, or matters arising out of, or concerning the Bidding Process. MCF shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. MCF shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or MCF .

3.18 Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

3.19 Substitution of Key Personnel

The Authority expects the Key Personnel to be available during implementing the Agreement. The Authority will consider substitution of the Key Personnel only in extraordinary / unavoidable circumstances. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.20 Indemnity

The selected firm shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

3.21 Award of Contract

The firm will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract of MCF, within 30 days of issuance of the letter of intent. The firm is expected to commence the Assignment/job on the date and at the location specified in the contract.

3.22 Commencement of Assignment

The Firm shall commence the Services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

3.23 Proprietary data

Subject to the applicable provisions, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to the Authority in relation to the chartered accountant firm Services shall be the property of the Authority.

3.24 Performance Security

The firm will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft / Fixed Deposit Receipt / Unconditional Bank Guarantee (in prescribed format) / in favour of _____” payable/ en-cashable at _____, from any nationalised or scheduled commercial Bank in India for amount equivalent to 5% of total Contract Value towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six month of successful completion of the assignment.

4. FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the MCF may reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process.

Without prejudice to the rights of the MCF under Clause 4.1 hereinabove, if the Applicant is found by MCF 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 Bidding Process, such Applicant shall not be eligible to participate in any RFP issued by MCF during a period of 2 (two) years from the date such Applicant is found by MCF 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, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- a. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Applicant in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- c. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all

rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- d. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- e. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

6. Dispute Resolution Procedure

6.1. Amicable Settlement

In the event that any dispute, controversy or claim arises among the Parties in connection with or under the Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, the Company and the Operator shall appoint one representative each, who is not involved in the day-to-day operations relating to the Project to meet promptly in an effort to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultative process.

6.2. Arbitration

6.2.1. Arbitrators

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement and/or settlement by the representatives, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

6.2.2. Place of Arbitration:

The place of arbitration shall be Faridabad but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

6.2.3. English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

6.2.4. Procedure:

The procedure to be followed within the arbitration including appointment of arbitrator, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

6.2.5. Enforcement of Award:

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgement upon the arbitral award may be entered in any court having jurisdiction thereof.

6.2.6. Fees and Expenses:

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

6.2.7. Performance during Dispute Resolution:

Pending the submission of a dispute, controversy or claim for arbitration and thereafter until the final decision of the arbitration, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision.

6.2.8. Survival:

The dispute resolution provisions contained in this Clause 2 shall survive the termination of the CONSULTANCY Agreement.

6.3. Limitation of Liability

The liability of the firm under this contract shall be limited to a maximum of 10% of the total Contract Value for the year under consideration.

Form Tech - 1: Technical Proposal Covering Letter

FORM TECH 1

(To be placed in the sealed cover containing technical proposal)

[Location, Date]

To
The Commissioner,
Municipal Corporation Faridabad

Dear Sir,

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in our own individual capacity without entering into any association/as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the RFP (*Please indicate date*).

We understand you are not bound to accept any Proposal you receive. We remain.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Form Tech - 2: Profile of the Firm

FORM TECH 2

[Provide here a brief description of the background and organization of your firm/entity for this Assignment/job. The brief description should include both functional and sectoral experiences of the bidders. The description shall clearly cover the criteria indicated under clause 2.3 (1) and (2) **It should not exceed more than 6 pages.**]

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Client**

Form Tech - 4: Technical Approach and Methodology

[Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities under accounting, financial management, payroll management, internal control and project accounting services in line with the scope of work envisaged by MCF , and the degree of detail of such output, including the templates of the same. **(Not more than 20 pages)**]

Form TECH-5: Team Composition and Task Assignments

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form Tech - 6: Format for Submission of CVs of Experts

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER }
Name of Expert:	{Insert full name }
Date of Birth:	{day/month/year }
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Form TECH-7: Staffing Schedule

No	Name of Staff	Total staff-month input											Home	Field ³	Total	
		1	2	3	4	5	6	7	8	9	n					
Local																
1	[Home]															
	[Field]															
2																
n																

APPENDIX-II

Fin 1 - Financial Proposal Covering Letter

(To be placed in the sealed cover containing financial proposal)

To,
The Commissioner,
Municipal Corporation Faridabad

Dear Sir,

We, the undersigned, offer to provide “XXXXXXXXXXXXXXXXXX at MCF” in accordance with your Request for Proposal [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*] is fee for the services to be provided. This amount is inclusive of Service Tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 1.6 of the Data Sheet.

We understand that you are not bound to accept any Proposal you receive.

Thanking you,
Sincerely,

Authorised Signature [In full]:
Name and Title of Signatory:
Name of Firm:

Fin 2- Summary of Costs

S.N.	Details	Fees	
		Rs. (in figures)	Rs.(in words)
1	Financial Proposal		
2	Service tax (as per prevailing rates)		
	Total fees		

Note:-

For evaluation purpose, the financial proposal shall be submitted online.