

## Rural Works Department

### Notice Inviting Expression of Interest cum Request For Proposal for Appointment of Consultant (Chartered Accountant Firm) for Financial Management and Consultancy Services for RWD, Government of Bihar

Ref: BRRDA(HQ)-MMGSY-436/2023- 2210

Date: 22/12/23

1. Rural Works Department, Government of Bihar is engaged in implementation of MMGSY and other state schemes in area of rural roads connectivity in the state through 108 PIUs / works divisions of Rural Works Department.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Financial Management and Consultancy Services for RWD, Government of Bihar**. More details on the Services are provided in the Terms of Reference.
3. Accordingly, EOI cum RFP under three-stage bid systems (Prequalification, Technical, and Financial) are invited from reputed Chartered Accountant firms (Hereinafter referred to as Consultants) to be selected as Financial Management and Consultancy Services agencies.
4. This Request for Proposal (EOI cum RFP) has been addressed to all those consultants who are interested in participating in the bidding provided they meet eligibility criteria.
5. The Bidding comprising of qualifying information, eligibility criteria and terms of reference of EOI cum RFP and other details can be downloaded from tender section of the website of Rural Works Department <http://www.rwdbihar.gov.in> as per schedule of dates given:-

#### Schedule of Dates

| S. No. | Description   | Date  |
|--------|---|---|
| 1      | Date of issue of EOI cum RFP  | 22.12.2023  |
| 2      | Period of sale/downloading of RFP Document  | From 02.01.2024 to 24.01.2024 upto 03:00 PM IST   |
| 3      | Pre-Proposal Meeting  | 09.01.2024 at 03:00 PM in the Conference Hall, Rural Works Department, 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800015                   |
| 4      | Response to Pre-Proposal Queries  | to be intimated on E-mail   |
| 5      | Last date of submission of completed proposals (i.e. Proposal due date) including original DD and Bid Security in different envelopes | 24.01.2024 upto 03:00 PM IST in the office of Engineer-in-Chief, Rural Works Department, 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800015 |
| 6.     | Opening of Pre-qualification Proposal   | 24.01.2024 at 03:30 PM IST in the office of Engineer-in-Chief, Rural Works Department, 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna-800015   |

|    |  |  |
|----|--|--|
| 7  | Opening of technical proposal of pre-qualified consultant      | Date & Time to be intimated on E-mail                  |
| 8  | Last date for receipt of bidding related complaints/ objection | Date & Time to be intimated on E-mail                  |
| 9  | Opening of Financial Proposal of qualified consultant          | Date & Time to be intimated on E-mail                  |
| 10 | Submission of Performance Security (PS)                        | within 5 days of receipt of LOA                        |
| 11 | Signing of Agreement   | within 5 days from the receipt of Performance Security |

*\*Any changes made in the above mentioned schedule will be published on <http://www.rwdbihar.gov.in>.*

6. Pre-requisite or eligibility criteria for participating chartered accountants firms :-
- The CA Firm must be a minimum 10 Years in practice, as on publication of this RFP
  - The CA firm must have a minimum 5 FCA Partners.
  - The CA Firm must be empanelled with C&AG for last continuous 5 years (up to the year 2023-24)
  - At least one of the partners of the CA firm must have experience of a minimum 2 years in handling projects funded by externally aided funds or multilateral banks.
  - The head office of the firm must be situated in Bihar for last continuous 5 years.
  - The Average Annual Turnover of the firm for preceding three financial Years must be atleast Rs 35 Lakhs (for the F.Y 2022-23, 2021-22, 2020-21.)
- A firm will be selected under Quality cum Cost Based Selection (QCBS) Method with 80:20 weightage for technical and financial score respectively.
  - The proposal shall be submitted in English language and all correspondences would be in same language.
  - The bid document can be downloaded free of cost and but while submitting the bid, bidder has to submit a non-refundable Bank Draft of Rs 10,000.00 ( Rupees Ten Thousand Only) issued by any Scheduled Bank in favour of "Under Secretary, RWD, Bihar" payable at Patna which shall be enclosed in a separate sealed envelope duly superscribing on an envelope "RFP Document Fees".
  - The Bid Security (EMD) in the form mentioned in the Section-3 (Instruction to Bidder), EoI cum RFP in favour of "Under Secretary, RWD, Bihar" Payable at Patna for an amount equal to 5,00,000.00 (Rupees Five Lakh only). which shall be enclosed in a separate sealed envelope duly superscribing on an envelope "EMD Fees".
  - Conditional Bid/Incomplete Bid or Bid received after the due Time & Date shall not be entertained in any circumstances.
  - The entire submitted document shall have the signature of the consultancy form or their authorized signatories.
  - Sealed completed Proposal will be received at the address mentioned below on any working day upto 03:00 PM on 24.01.2024

**Engineer in Chief**  
Rural Works Department  
5th Floor, Vishweshwaraiya Bhawan  
Bailey Road, Patna – 800015  
E-mail ID-mmgsyrwd@gmail.com

14. Engineer-in-Chief, RWD will not be responsible for any delay or transit loss or late delivery of bids. Bids sent through e-mail or submitted in unsealed cover(s) will not be accepted in such bids will be treated as Non-Responsive Bids.
15. RWD reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.
16. For any queries regarding tendering process kindly contact-MMGSY Cell, 6<sup>th</sup> Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna – 800015. Phone -8986915122 or E-mail at mmgsyrwd@gmail.com .

Yours sincerely,

*(Signature)*

**Engineer in Chief**  
**Rural Works Department**

Patna/Dated- 22/12/23

Memo No. - BRRDA (HQ) MMGSY-436/2023- 2210

Copy for kind information and necessary action to:

- i. E-advertisement cum E-tendering Cell, 5th Floor, Vishweshwariya Bhawan, Baliey Road (Nehru Path), Patna.
- ii. IT Nodal, RWD, Patna, 5th Floor, Vishweshwariya Bhawan, Baliey Road (Nehru Path), Patna.
- iii. Account Section, BRRDA, BRRDA Bhawan, Harding Road, Patna 800001

*(Signature)*

Engineer- In-Chief,  
RWD, Bihar, Patna

*(Signature)*

*(Signature)*

December  
2023

**EOI cum RFP for Selection of Consultant  
(Chartered Accountants firm) for  
Financial Management and Consultancy  
Services in RWD (Rural Works  
Department), Government of Bihar.**

2023-24

**Engineer in Chief**  
Rural Works Department  
5th Floor, Vishweshwaraiya Bhawan  
Bailey Road, Patna – 800015  
E-mail: [mmgsyrwd@gmail.com](mailto:mmgsyrwd@gmail.com)





**EOI cum RFP for Selection of Consultant (Chartered Accountants firm) for Financial Management & Consultancy Services in RWD (Rural Works Department), Government of Bihar.**



## **DISCLAIMER**

1. The information contained in this Expression of Interest cum Request for Proposal document (“EOI cum RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.
2. This EOI cum RFP document is neither an agreement nor an offer by Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI cum RFP.
3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI cum RFP document and it is not possible for RWD to consider the particular needs of each party who reads or uses this EOI cum RFP document. This EOI cum RFP includes statements, which reflect various assumptions, and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI cum RFP document and obtains independent advice from appropriate sources.
4. RWD will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI cum RFP document, any matter deemed to form part of this EOI cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EOI cum RFP.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations that may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumption contained in this EOI cum RFP.
7. RWD will not be responsible for any delay in receiving the proposals. The issue of this EOI cum RFP does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept/reject any or all of the proposals submitted in response to this EOI cum RFP document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI cum RFP Application.
8. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.

RWD reserves the right to change/modify / amend any or all provisions of this EOI cum RFP document. Such revisions to the EOI cum RFP amended will be made available on the website of RWD.

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## Section-1 (Notice Inviting EoI-cum-RFP )

### Rural Works Department

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**Engineer in Chief**  
**Rural Works Department**  
Patna/Dated-

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- iii. Account Section, BRRDA,BRRDA Bhawan, Harding Road, Patna 800001

Engineer- In-Chief,  
RWD, Bihar, Patna

## **SECTION 2 : TERMS OF REFERENCE**

### **1. Background**

The Government of Bihar (GoB) launched **Mukhya Mantri Gram Sampark Yojana** in year 2013 to connect all rural habitations with population more than 250 (in 27 Non-IAP districts) with all-weather roads. The objective of this scheme is to meet the requirement of one of the state governments' seven priorities i.e. to provide "road connectivity to each habitation". Further, linked to this priority area, the state government has also established a mobility goal of bringing all parts of the state within five hours of travel time from the state capital, Patna. This program involves construction and improvement of 28,075 km roads with an estimated expenditure of Rs. 19,652 crore. MMGSY has its comprehensive guidelines similar to PMGSY with regard to project selection, engineering designs, management of social and environment issues, procurement, financial management (FM), quality assurance, monitoring, and governance structure.

The **Rural Works Department (RWD)** of the Government of Bihar is the Executing Agency for the MMGSY scheme including other schemes like PMGSY, NABARD, GTSNY, etc. The headquarters of RWD Bihar is situated in Patna. The purpose of this department is the construction of new rural roads and their maintenance. The roads built by this department fall into two categories: Other District Roads (ODRs) and Village Roads (VRs). Those rural roads in Bihar must comply with the standards and specifications laid down by the Ministry of Rural Development (MoRD) of the central government in consultation with the Indian Roads Congress (IRC). The primary vision of the RWD Bihar department is to provide a farm to market connectivity for all suitable habitations.

### **2. Description of Scope of Work**

#### **2.1 Objectives**

The Government of Bihar has sought external funding support from multi-lateral funding agencies (such as NDB & WB) to complement its own resources for towards the cost of Rural Roads Project (Mukhya Mantri Gram Sampark Yojana) to cover eligible payments under the contracts for construction & maintenance of works envisaged in the project.

#### **2.2 Scope of Work**

The comprehensive outline of the services' scope encompasses the following:

a) **Technical Support for Financial, Compliance, and Performance Audits:**

To Provide technical inputs and support for Financial, Compliance, and Performance Audit of the State Departments and Undertakings, in conjunction with relevant stakeholders/officers in the Department and related functionaries.

b) **Financial Transaction and Correspondence Management:**

Contribute to the Department's work plan related to the maintenance of accounts, financial transactions, and other correspondences necessary with the external funded agency.

c) **Facilitating Decision-Making on Detailed Contingent (DC) Bills:**

Support and facilitate management decision-making in the domain of settling Detailed Contingent (DC) bills against the Abstract Contingent (AC) bills.

**d) Ensuring Compliance and Operational Efficiency:**

Communicating with relevant officials in the Department and supporting them in ascertaining compliance with established policies, plans, procedures, laws, and regulations, as well as addressing issues related to the efficacy of operations and reliability of financial reporting.

**e) International Currency Convertibility and Fund Management Expertise:**

Experience in working with international currency convertibility issues, along with expertise in reporting and managing funds from external agencies.

**f) Accounting and Financial Reporting:**

Compiling and finalizing financial accounts and ensuring timely preparation of financial statements and performance indicators in accordance with the accounting standards set by the Institute of Chartered Accountants of India (ICAI) and relevant guidelines.

**g) Budgeting and Financial Planning:**

Developing annual budget estimates and executing budget plans.

**h) Financial Advisory and Management:**

Providing other financial advisory and management services as required to ensure efficient and sound financial management.

**i) Project-Based Accounting:**

Handling project-based accounting in accordance with rules and regulations.

**j) MIS Reporting:**

Preparing Management Information System (MIS) reports, including Statement of Statutory Deductions, Investment Report, Budget Utilization Report, Budget Expenditure Control Report, Revenue Trend Analysis, and other necessary reports as per rules and regulations.

**k) Reporting and Communication:**

Periodically reporting to the concerned office of the Corporation with lists of completed and pending tasks.

## **Section 3- Instructions to Bidders**

### **3.1 PREPARATION OF THE PROPOSAL**

CA Firms' Proposal (the Proposal) will consist of three (3) components :

- (i) **Envelope-I** : The original and all copies of the Pre-Qualification Proposal shall be placed in a sealed envelope clearly marked “**PRE-QUALIFICATION PROPOSAL**”. Evidence of proving pre-qualification Eligibility shall be placed in Envelope-I .
- (ii) **Envelope II**: The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Evidence of proving Bid Eligibility shall be placed in Envelope-II .
- (iii) **Envelope III**: a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. This outer envelope shall bear the submission address, reference number and title of the Assignment, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED.**”

### **3.2 Pre-Qualification Stage**

#### **I General**

The first cover marked “Pre-qualification proposal” in one separate envelope viz, Envelope-1 must be sealed properly and clearly marked “**PRE-QUALIFICATION PROPOSAL**”. This cover should contain the form PQ-1:- Pre-Qualification criteria eligibility.

#### **II. Eligibility criteria**

The documents as mentioned in form PQ-1 must be mandatorily enclosed with the pre-qualification proposal otherwise the bid shall be treated as non-responsive at the pre-qualification evaluation stage.

The CA Firm must be a minimum 10 Years in practice, as on publication date of this RFP

- i. The CA firm must have a minimum 5 FCA Partners.
- ii. The CA Firm must be empanelled with C&AG for last continuous 5 years (up to the year 2023-24)
- iii. At least one of the partners of the CA firm must have experience of a minimum 2 years in handling projects funded by externally aided funds or multilateral banks.
- iv. The head office of the firm must be situated in Bihar for last continuous 05 Years.
- v. The Average Annual Turnover of the firm for preceding three financial Years must be atleast Rs 35 Lakhs (for the F.Y 2022-23. 2021-22. 2020-21.)



### 3.3 TECHNICAL Stage

#### A. General

- (i) The second cover marked “Technical proposal” in one separate envelope viz, Envelope-2 must be sealed properly and clearly marked “**TECHNCIAL PROPOSAL**”. This cover should contain the form TECH-1, TECH-2, TECH-3A, TECH-3B, TECH-4 and TECH-5.
- (ii) The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.
- (iii) The applicants need to refer to the **Technical Evaluation Criteria and Scoring System** as given in **Table- A of Section-3**.
- (iv) Marks will be assigned as per given scoring system, however applicants needs to furnish information in prescribed Technical Form mentioned appropriately in Technical proposal content.

#### B. Technical Proposal Content

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms (**Form TECH-1 to Form TECH-5**).

- (i) A brief description of the organization and outline of recent experience of the CA firm on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the CA firm’s involvement.
- (ii) A concise, complete, and logical description of how the CA firm’s team will carry out the services to meet all requirements of the TOR.
- (iii) Approach and Methodology: The consulting firm is expected to provide a clear explanation of their grasp on the goals of the assignment. This involves detailing their strategic approach to delivering the specified services. The firm should delve into the step-by-step process they intend to use for carrying out the required activities and achieving the expected results with a proper work plan. Furthermore, the firm is requested to outline the level of detail they plan to include in the outputs of the service, emphasizing the precision and thoroughness they aim to incorporate into the deliverables. The Approach and Methodology shall be described in **TECH-5**.

Firm can present with justifications here, any modifications or improvements to the Terms of Reference which can significantly improve performance in carrying out the assignment (such as deletion of some activity which the firm considers unnecessary, adding other activities of significance, re-organizing the activities, additional human resource required at various levels etc. Such suggestions should be concise and to the point and incorporated in the proposal.

- (iv) The Technical Proposal shall not include any information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared

non-responsive.

(v) **Personnel Qualification and Experience**

Keeping in view of the Scope of Work specified in TOR and following no of **team composition with prescribed qualification and experience** is required to be :

| Sl. | Position                            | Indicative Experience   | Number of persons | Man Months Required |
|-----|-------------------------------------|---|-------------------|---------------------|
| 1   | Team Leader<br>Chartered Accountant | "A seasoned chartered accountant and management professional with at least 12 years of experience as a partner and must have a CISA/DISA qualification (minimum 3 years old CISA or DISA qualification as of [DATE]),<br>"The professional experience should be specifically on a contract with a multilateral development bank like the World Bank, ADB (Asian Development Bank), or NDB (New Development Bank), and not on payroll of other institutions. | 1                 | 24 Man-Months       |
| 2   | Finance Expert                      | A postgraduate degree in Finance such as an MBA or M.Com, with a minimum of 7 years of professional experience and experience in working with international currency convertibility issues, along with expertise in reporting and managing funds from external agencies.  | 1                 | 24 Man-Months       |
| 3   | Accounting and Audit Expert         | Overall coordination, & planning, team leadership, reporting, liaison with client, Responsibility to lead the audit teams in the field, planning and a minimum of 7 years of professional experience of the audits, discussion with heads of offices at Block /District / State units and report writing and finalization.<br>Minimum 10 years of post-qualification experience in Finance domain.  | 3                 | 72 Man-Months       |

- (vi) The name, proposed position, qualification, association with the firm, and professional experience of each nominated expert, with reference to the type of experience required for the services should be submitted in **TECH-3A** and **TECH-3B** format.
- (vii) Self certified resume of Team Leader, along with other key experts should be enclosed with the proposal form.
- (viii) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that

the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.

- (ix) If required at all, any nominated team member can be replaced with the professional of higher or at least matching qualification and experience with the approval of RWD.

### 3.4 FINANCIAL PROPOSAL

#### A. General

- (i) The third cover marked “Financial proposal” in one separate envelope viz, Envelope-3 must be sealed properly and clearly marked “**FINANCIAL PROPOSAL**”. This cover should contain the form **FIN-1**
- (ii) All information provided in CA firms’ Financial Proposal will be treated as confidential.
- (iii) No proposed schedule of payments should be included in CA firm’s Financial Proposals.
- (iv) CA firms shall quote the rates in Indian National Rupees only.
- (v) Financial proposals submitted by the firm should be valid for 6 months from the date of submission of the proposal by the firm.
- (vi) The rates to be quoted shall include all costs / expenses and statutory taxes excluding GST. The Client shall pay GST as applicable on prevailing rates.

### 3.5 Submission, Receipt and Opening of Proposals

- (i) The original Proposal (Prequalification, Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by CA firms themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- (ii) An authorized representative of the CA firm shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- (iii) The Prequalification & Technical Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate.

The original and all copies of the Pre-Qualification & Technical Proposal to be sent to the Client shall be placed in sealed envelopes clearly marked “**PREQUALIFICATION PROPOSAL**” & “**TECHNICAL PROPOSAL**.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED.**” The envelopes (**Envelope 1 – Pre-qualification Proposal, Envelope-2 -Technical Proposal and Envelope 3 – Financial Proposals**) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of work and name of the **CA firm**. **If the Financial Proposal is not submitted by the CA firm in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring all Pre-qualification, Technical and Financial Proposals non-responsive.**

- (iv) Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the NIT.

### 3.6 Evaluation of Pre-qualification & Technical Proposal

1. From the time the Proposals are opened to the time the contract is awarded, the CA firm should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a CA firm to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the CA firm's Proposal.
2. The eligibility criteria will be first evaluated as defined in **Notice Inviting Request for Proposals & Pre-Qualification of Bidder** mentioned in Section-3 for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
3. The Client will be responsible for evaluation and ranking of Proposals received.
4. The Client evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Table A of Section-3. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum prescribed marks in technical proposal mark i.e **75 marks** out of maximum of 100 points assigned for technical part.
5. A Technical Proposal may not be considered for evaluation in any of the following cases:
  - a. the Technical Proposal was submitted in the wrong format;
  - b. the Technical Proposal included details of costs of the services; or
  - c. the Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.
6. After the technical evaluation is completed, the Client shall notify CA firms whose Proposals did not meet the minimum qualifying technical mark or CA firm whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process.
7. The Client shall simultaneously notify, in writing to CA firms whose Technical Proposals received a mark of 75 or higher. The result of technical evaluation will be communicated to the bidder through e-mail. Only the non-responsive bidder can then submit their grievances if any within 05 (five) working days after the receipt of Technical Evaluation Stage. The complaint received from the bidder shall be considered on the basis of merit of resolution before proceeding with the next stage. Thereafter, no complain will be entertained.
8. The Client 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 RWD hereunder.
9. After the compliance of the complaint if any, the client shall notify in writing indicating Date, Time and Location for opening of financial proposals. The bidder attendance at the opening the financial proposal is optional and is at bidder choice.
10. 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 as the CA firm 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 RWD without the RWD being liable in any manner whatsoever to the Applicant or CA firm, as the case may be.

11. In such an event, they shall forfeit and appropriate the Bid Security 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.
12. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
13. Clarifications: To facilitate evaluation of Proposals, the RWD may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by RWD 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 RWD.

### **3.7 Evaluation of Financial Proposals**

Financial Proposal will be opened at the public opening before representatives of CA firms' who choose to attend.

- (i) The marks of each Technical Proposal will be read out aloud.
- (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the CA firm and the total price shown in the CA firms' Financial Proposal. This information will be recorded in writing by the Client's representative.

### **3.8 Evaluation formula**

Following the ranking of Technical Proposals, selection shall be based on Quality cum Cost Based Selection (QCBS) method. The cost should be exclusive of GST.

1. The tender committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any CA firm, who has submitted a Financial Proposal.

2. The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
3. The method of selection shall be based on Quality cum Cost Based Selection (QCBS). The Cost should be exclusive of GST and it will pay at a rate applicable at the time of billing.
4. The lowest priced Financial proposal will receive the maximum score of 100 marks.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this EOI cum RFP, where the weights allocated to the Technical and Financial Proposals are:

T = the weight given to the Technical Proposal = 80%

P = the weight given to the Financial Proposal = 20%

The lowest price quoted in all evaluated Financial Proposals (Fm) will be awarded the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is the following:

$$Sf = 100 \times (Fm / F)$$

Where;

Sf = the financial score,

Fm = the lowest price quoted in all evaluated Proposals, and

F = the price quoted in the Proposal under consideration.

The weights allocated to the Technical and Financial Proposals are:

T = the weight given to the Technical Proposal = 80%

P = the weight given to the Financial Proposal = 20%

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights) as follows:

$$\text{Total Score (S)} = (St \times T) + (Sf \times P)$$

**Ranking of Proposals :** Following completion evaluation of Technical and Financial Proposals, final ranking will done basis relevant combined total score for each bidder.

### 3.9. GENERAL TERMS & CONDITIONS

#### 1. Contract Negotiations and Award of Contract

- a) The CA firm who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked CA firm in case of QCBS method. Representatives conducting negotiations on behalf of the CA firm must have written authority to negotiate and conclude the Contract.
- b) Technical Negotiations: This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and personnel, and any suggestions made by the CA firm to improve the TOR. The Client and the CA firm will finalize the TOR, personnel schedule, logistics, and reporting.



These documents will then be incorporated in the Contract as “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the selected CA firm.

- c) Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the CA firm will initial the agreed Contract.
- d) After completing negotiations, the Client shall award the Contract to the selected CA firm and notify the other CA firm who could have been invited to negotiate a Contract that they were unsuccessful. When QCBS is used, after Contract signature the Client shall return the unopened Financial Proposals to the CA firm’s whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.
- e) The selected CA firm is expected to commence the Assignment as and when informed by the Client.

## **2. Duration of Assignment**

The duration of assignment is initially for two years i.e which may further be extended on satisfactory performance on mutual consent.

## **3. Payment Schedule**

The payment shall be made on a monthly basis.

## **4. Earnest Money Deposit (EMD / Bid Security)**

1. The bidders shall submit, as part of its pre-qualification bid proposal, an EMD of amount **INR 5,00,000 only (Rupees Five Lakh only)** in favour of “Under Secretary, RWD, Bihar” payable at Patna as mentioned in the Bihar Finance Rules and shall be in any of the following forms.
  - a. Indian Post Office term deposit 1 year/ 2 year/ 3 year.
  - b. **Fixed deposit receipt of a Schedule bank and shall be pledged in favour of the Under Secretary, RWD, Bihar.**
  - c. Unconditional bank guarantee from any scheduled Indian bank issued within the state. (If issued from any bank outside state will be converted to any bank within the state before executing the agreement.)
2. The Bank Guarantee shall be in the format as per (Enclosure-2) provided in the EO cum RFP. The Bank Guarantee shall remain valid for 90 days beyond the validity period for the bid and will be extended accordingly by the bidder as and when requested by BRRDA. All bank charges shall be borne by the bidder.
3. Offers of the firms submitted without EMD / for a shorter period/lesser amount as

demand will be summarily rejected.

4. EMD of the selected agencies will be returned, without any interest, upon the furnishing the Security Deposit (Performance Guarantee) in accordance with the provisions of this EOI cum RFP.
5. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned within 15 days of the award of the contract.
6. The Bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the BRRDA will not suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period.
7. EMD shall be forfeited by the BRRDA hereunder or otherwise, under the following conditions:
  - i. If a Bidder withdraws its bid, after opening of the bid as specified in this RFP.
  - ii. If the selected bidder fails:
    - a. To furnish the Security Deposit (Performance Security) within the period prescribed
8. Technically qualified Bidders shall ensure the EMD remains valid till signing of Agreement. In case, the EMD is expiring before signing of the agreement, Bidders may be asked to replace it with a fresh EMD of the same value.

## **5. Performance Guarantee for Work Order**

The Lowest Bidder (L1) after issuance of LOA shall provide a Performance Guarantee (PG) totaling to 5% of the order value in favour of “Under Secretary, RWD, Bihar” payable at Patna. PG will be payable by the Agency in the shape as mentioned in the Bihar Finance Rules, and shall be in any of the following forms:

- a) Indian Post Office term deposit 1 year/ 2 year/ 3 year.
- b) Fixed deposit receipt of a Schedule bank and shall be pledged in favour of the Under Secretary, RWD, Bihar.
- c) Unconditional bank guarantee from any scheduled Indian bank issued within the state. (If issued from any bank outside state will be converted to any bank within the state before executing the agreement.) The Bank Guarantee shall be in the format as per Enclosure-3 provided in this RFP.

The Performance Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of agreement by the agency. Agency shall ensure Performance Guarantee remains valid for entire duration of this period.

The Performance Guarantee will be returned after a period of 60 (sixty) days beyond the date of completion of successful discharge of services and completion of contractual obligations of the work order by the Agency.

**Table- A**

**TECHNICAL PROPOSAL EVALUATION CRITERIA FOR SELECTION OF  
CHARTERED ACCOUNTANTS' FIRMS (CA FIRMS)**

|                               |  |
|-------------------------------|--|
| <p><b>1</b><br/>(for FTP)</p> | <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><b>1) Specific experience of the Consultant (as a firm) relevant to the Assignment:</b></p> <p><i>a) At least one partner of the CA firm must have CISA/DISA qualification (minimum 3 years old CISA or DISA qualified as on publication date of the RFP (2.5 Marks)</i></p> <p><i>b) The CA Firm must have been empanelled with C&amp;AG for more than 5 years and must also be a Category I firm as per MEF, with a Unique Code Number attached. (2.5 Marks)</i></p> <p><i>c) At least one of the partners of the CA firm must have direct contractual experience of minimum 2 years with these multilateral in handling finance and procurement with externally aided funds or banks. The work experience of the individual should be specifically on a contract with a multilateral development banks like the World Bank, ADB (Asian Development Bank), or NDB (New Development Bank) (10 Marks)</i></p> <p>Working Experience of the Firm.( 2 Marks for each type of assignment )<br/>(2.5 X4= 10 Marks)</p> <p><i>a) Statutory Audit allotted by C&amp;AG (Since 01.04.2020 onwards)</i></p> <p><i>b) Statutory Audit allotted for PSU Banks (Since 01.04.2020 onwards)</i></p> <p><i>c) Management Consultancy of Financial Management &amp; Technical support (Since 01.04.2020 onwards)</i></p> <p><i>d) Concurrent &amp; Internal audit of banking sector , Government societies , Government Cooperatives societies and like organization where Government fund is utilized (Since 01.04.2020 onwards)</i></p> <p><b>Total Points for Criterion (i) [25]</b></p> <p><b>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> |
|-------------------------------|--|

|  |  |
|--|--|
|  | <p><b>Total Points for Criterion (ii) [15]</b></p> <p><b>(iii) Key Experts' qualifications and competence for the Assignment:</b><br/> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form be prepared by the Consultant}</i></p> <p>a) Position K-1: Team Leader (Chartered Accountants ) [20x1=20]<br/> b) Position K-2: Finance Expert (MBA/M.Com) [10x1= 10]<br/> c) Position K-3: Accounting &amp; Audit Expert (CA Inter) [10x 3= 30]</p> <p><b>Total points for criterion (iii): [60]</b></p> <p>The number of points to be assigned to the positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]<br/> 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) [70%]<br/> 3)[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): ____<br/> [10 %]</p> <p style="text-align: right;">Total weight: 100%</p> <p><b>Total points for the Three criteria: 100</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: <u>75</u> .</b></p> |
|--|--|

## **SECTION 4: PRE-QUALIFICATION FORMS**

## FORM PQ-1: PREQUALIFICATION CRITERIA ELIGIBILITY

| Sl.No | Particulars  | Supporting Documents required to be submitted along with this Form                                       |
|-------|--|--|
| 1     | Name of the Firm   |  |
| 2     | Firm Addresses of the Firm:  |  |
| 3     | Head Office  |  |
| 4     | Branch Office<br>(Particulars of each branch to be given)  |  |
| 5     | Firm Income Tax PAN No.  | Attach copy of PAN card  |
| 6     | Firm GST Registration No.  | Attach copy of GST Registration  |
| 7     | CA Firm must be a minimum 10 Years in practice, as on publication date of this RFP   | Attach Firm Constitution Certificate issued by ICAI  |
| 8     | CA firm must have a minimum 5 FCA Partners   | Attach resumes self-certified by the concerned candidates.   |
| 9     | CA Firm must be empanelled with C&AG for last continuous 5 years (up to the year 2023-24)  | Attach copy of empanelment certificate issued by C&AG  |
| 10    | At least one of the partners of the CA firm must have experience of a minimum 2 years in handling projects funded by externally aided funds or multilateral banks. | Attach Copy of Experience certificate issued by client   |
| 11    | The head office of the firm must be situated in Bihar for last continuous 5 years.   | Copy of address proof  |
| 12    | The Average Annual Turnover of the firm for preceding three financial Years must be atleast Rs 35 Lakhs (for the F.Y 2022-23, 2021-22, 2020-21.)                   | Attach audited accounts for the last Three completed Years attached<br><br>Rs.....<br>Rs.....<br>Rs..... |

**Firm's Name:** .

**Signature of Authorized Representative:**



## **SECTION 5: TECHNICAL FORMS**

## FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Engineer in Chief  
Rural Works Department  
5th Floor, Vishweshwaraiya Bhawan  
Off-Bailey Road, Patna – 800001

Dear Sir/Madam:

We, the undersigned, offer to undertake **Financial Management and Consultancy Services for RWD, Government of Bihar** 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 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. We meet the eligibility requirements as stated in EOI CUM RFP, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices.

In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations. We undertake, if our Proposal is accepted, to initiate the CA firm's work to the assignment as and when informed by the Client.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## FORM TECH-2: DETAILS OF THE FIRM

| Sl.No | Particulars  | Supporting Documents required to be submitted along with this Form        |
|-------|--|---|
| 1     | Name of the Firm   |   |
| 2     | Firm Addresses of the Firm:  |   |
|       | Head Office  |   |
|       | Branch Office<br>1,2,3,.....<br>(Particulars of each branch to be given) |   |
| 3     | Firm Income Tax PAN No.  | Attach copy of PAN card   |
| 4     | Firm GST Registration No.  | Attach copy of GST Registration   |
| 5     | Registration No. with ICAI   | Attach Firm Constitution Certificate issued by ICAI                       |
| 6     | Empanelment No. with C&AG  | Attach proof of C&AG for last continuous 5 years (up to the year 2023-24) |
| 7     | RBI unique code No   | Attach certificate of Category I firm as per MEF                          |
| 8     | No. of Years of Firm Existence & Date of establishment of Firm           | Attach Copy of Partnership Deed   |

|    |  |   |
|----|--|---|
| 9  | <p>Average Annual Turnover of the Firm in last three Completed Years</p> <p>Year 2020-21</p> <p>Year 2021-22</p> <p><u>Year 2022-23</u></p> <p>Average</p>   | <p>Attach audited accounts for the last Three completed Years attached</p> <p>Rs.....</p> <p>Rs.....</p> <p>Rs.....</p> |
| 10 | <p>Audit Experience of the Firm:</p> <p>a) Statutory Audit allotted by C&amp;AG (Since 01.04.2020 onwards)</p> <p>b) Statutory Audit allotted for PSU Banks (Since 01.04.2020 onwards)</p> <p>c) Management Consultancy of Financial Management &amp; Technical support (Since 01.04.2020 onwards)</p> <p>d) Concurrent &amp; Internal audit of banking sector , Government societies , Government Cooperatives societies and like organization where Government fund is utilized (Since 01.04.2020 onwards)</p> | <p>Attach Copy of Offer letter and Fee charged.</p>   |
| 11 | <p>Details of CISA /DISA qualified professionals and year of qualification</p>   | <p>Attested copy of CISA/DISA certificate as per ICAI</p>   |

**Firm's Name:** .

**Signature of Authorized Representative:**

## FORM TECH-3A

### NAME, QUALIFICATION AND EXPERIENCE OF ASSOCIATED PARTNERS

| Name of Each Partner | ACA Date | FCA Date | Date of joining the firm | Mem.No. | Qualification | Experience | Full Time / Part Time |
|----------------------|----------|----------|--------------------------|---------|---------------|------------|-----------------------|
|                      |          |          |                          |         |               |            |                       |
|                      |          |          |                          |         |               |            |                       |
|                      |          |          |                          |         |               |            |                       |
|                      |          |          |                          |         |               |            |                       |
|                      |          |          |                          |         |               |            |                       |

## FORM TECH-3B

**Team Expertise:** Resumes of the key team members who will be assigned to this project, highlighting their relevant experience and qualifications.

| S.No                              | Name of Key professional | Designation | Educational Qualification | Key Responsibilities | Relevant Experience | Proof of working Experience Attached | Remarks |
|-----------------------------------|--------------------------|-------------|---------------------------|----------------------|---------------------|--------------------------------------|---------|
| Team Leader, Chartered Accountant |                          |             |                           |                      |                     |                                      |         |
| 1                                 |                          |             |                           |                      |                     |                                      |         |
| Finance Expert                    |                          |             |                           |                      |                     |                                      |         |
| 1                                 |                          |             |                           |                      |                     |                                      |         |
| Accounting and Audit Expert       |                          |             |                           |                      |                     |                                      |         |
| 1                                 |                          |             |                           |                      |                     |                                      |         |
| 2                                 |                          |             |                           |                      |                     |                                      |         |
| 3                                 |                          |             |                           |                      |                     |                                      |         |

## FORM TECH -4

Format for Above Experience are being attached herewith As Details of Experience / Assignments

### A. Statutory Audit allotted by C&AG (Since 01.04.2020 onwards)

| S.No. | Year of Assignment (FY) | Name of Auditee | Nature/Type of Assignment | Amount of Grant in Aid Audited / Certified | Time taken in assignment completion | Proof Attached |
|-------|-------------------------|-----------------|---------------------------|--|-------------------------------------|----------------|
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |

### B. Statutory Audit allotted for PSU Banks (Since 01.04.2020 onwards)

| S.No. | Year of Assignment (FY) | Name of Auditee | Nature/Type of Assignment | Turnover of Organization /Unit Audited | Time taken in assignment completion | Proof Attached |
|-------|-------------------------|-----------------|---------------------------|--|-------------------------------------|----------------|
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |

### C. Management Consultancy of Financial Management & Technical support (Since 01.04.2020 onwards)

| S.No. | Year of Assignment (FY) | Name of Auditee | Nature/Type of Assignment | Quantum of Advance of Banking Unit / Turnover Receipts of Organization/ Unit Audited | Time taken in assignment completion | Proof Attached |
|-------|-------------------------|-----------------|---------------------------|--|-------------------------------------|----------------|
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |
|       |                         |                 |                           |  |                                     |                |



**D. Concurrent & Internal audit of banking sector, Government societies , Government Cooperatives societies and like organization where Government fund is utilized (Since 01.04.2020 onwards**

| S.No | Year of Assignment<br>(Financial Year or Calendar Year) | Name of Auditee | Nature / Type of Assignment | Amount of Receipts of organization / unit assignment done | Time taken in assignment completion | Proof Attached |
|------|---|-----------------|-----------------------------|---|-------------------------------------|----------------|
|      |   |                 |                             |   |                                     |                |
|      |   |                 |                             |   |                                     |                |
|      |   |                 |                             |   |                                     |                |
|      |   |                 |                             |   |                                     |                |

## FORM TECH-5

### DESCRIPTION OF APPROACH & METHODOLOGY

An outline of your approach to providing the required financial management and consultancy services.

A. **Technical Approach** :

The consulting firm is expected to provide a clear explanation of their grasp on the goals of the assignment. This involves detailing their strategic approach to delivering the specified services. The firm should delve into the step-by-step process they intend to use for carrying out the required activities and achieving the expected results with a proper work plan which should be included in this section. Furthermore, the firm is requested to outline the level of detail they plan to include in the outputs of the service, emphasizing the precision and thoroughness they aim to incorporate into the deliverables.

B. **Comments and Suggestions on the Terms of Reference**

Firm can present with justifications here, any modifications or improvements to the Terms of Reference which can significantly improve performance in carrying out the assignment (such as deletion of some activity which the firm considers unnecessary, adding other activities of significance, re-organizing the activities, additional human resource required at various levels etc. Such suggestions should be concise and to the point, and incorporated in the proposal.

## **SECTION 6: FINANCIAL PROPOSAL FORMS**

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Engineer in Chief**

Rural Works Department

5<sup>th</sup> Floor, Vishweshwaraiya Bhawan

Off-Bailey Road, Patna - 800001

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Financial Management and Consultancy Services in RWD** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of .....INR

The estimated amount of local indirect taxes is {Insert amount in words and figures}

### SUMMARY OF COSTS

|   |                   |  |                        |
|---|-------------------|--|------------------------|
| <b>Cost</b>   |                   |  |                        |
| <b>NAME OF THE AGENCY</b>                               |                   |  |                        |
| <b>ADDRESS OF THE AGENCY</b>                            |                   |  |                        |
| <b>CONTACT NO. AND MAIL ID OF THE AUTHOURZED PERSON</b> |                   |  |                        |
|   | <b>Man Months</b> | <b>Remuneratio<br/>n Per Man<br/>Month</b> | <b>Amount<br/>(Rs)</b> |
| Position K-1: Team Leader (Chartered Accountants )      |                   |  |                        |
|   |                   |  |                        |
| Position K-2: Finance Expert (MBA/M.Com)                |                   |  |                        |
|   |                   |  |                        |
| Position K-3: Accounting & Audit Expert (CA Inter)      |                   |  |                        |
|   |                   |  |                        |
| <b>Total</b>  |                   |  |                        |

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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

## **SECTION 7: STANDARD CONTRACT**

**Agreement between Rural Works Department and.....  
(Name of Chartered Accountant Firm) in respect of Financial  
Management and Consultancy Services in RWD.**

1. This CONTRACT is made the [day] of the [month], [year], between the -----  
(Name of RWD and office address) [hereinafter called the “Employer”], of the  
first part and, [name of the CA Firm] (hereinafter called the “CA Firm”).

**WHEREAS**

The Firm having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated \_\_\_\_\_ issued by the Employer ; and The “Employer” has accepted the offer of the CA Firm to provide the services on the terms and conditions set forth in this Contract.

2. Set out below are the terms and conditions under which CA Firm has agreed to carry out for RWD the above-mentioned assignment specified in the attached Terms of Reference (TOR).
3. For administrative purposes, Engineer in Chief, Rural Works Department has been assigned to administer the assignment and to provide of CA Firm with all relevant information needed to carry out the assignment. The services will be required for about \_\_\_\_\_ years commencing from \_\_\_\_\_ to \_\_\_\_\_. Performance of the agency would be reviewed at the end of each year based on definite measurable indicators and the contract may be terminated after giving one month notice if performance of the agency is found unsatisfactory.
4. The Employer may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the CA Firm shall be paid for the services rendered for carrying out the assignment to the date of termination, and the CA Firm will provide the RWD with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.



5. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
6. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of State Government.
7. This Agreement will become effective upon confirmation of this letter by CA Firm and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the RWD and the CA firm.
8. Payments for the services for every month will not exceed the total amount of Rs. \_\_\_\_\_. The RWD will pay the firm within 30 days of receipt of pre-receipted bills duly verified by the designated officer of the RWD in duplicate for respective stages as follows:

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultant].
9. The [Name of Consultant] will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultant] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The CA Firm shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultant] or its staff. The [Name of Consultant] shall provide the RWD with certification thereof upon request.
10. The [Name of Consultant] shall indemnify and hold harmless the Employer against any and all claims, demands, and/or judgments of any nature brought against the Employer arising out of the services by the [Name of Consultant] under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

11. The [Name of Consultant] agrees that, during the term of this Contract and after its termination, the CA Firm and any entity affiliated with the [Name of Consultant], shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
12. All final plans, reports and other documents or software submitted by the [Name of Consultant] in the performance of the Services shall become and remain the property of RWD. The [Name of Consultant] may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the RWD.
13. The [Name of Consultant] undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
14. The [Name of Consultant] will not assign this Contract or sub-contract or any portion of it without the RWD prior written consent.
15. The [Name of Consultant] shall pay the taxes, duties fee, levies and other impositions levied under the applicable law and the RWD shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
16. The [Name of Consultant] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the RWD written permission.

17. Dispute Resolution:

(i) If any dispute of any kind whatsoever arises between the parties in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or RWD terminates this Agreement following a breach by the Agency, The parties must attempt in good faith to resolve any dispute between them in connection with this Agreement by negotiation.

(ii) If any dispute cannot be resolved by negotiation between the parties, an appeal may be filed to the Secretary, Rural Works Department, Government of Bihar. If still unresolved then all legal disputes are subject to the jurisdiction of courts at Patna

A party may not commence other dispute redressal mechanism relating to any dispute arising from this Agreement unless that party has complied with the preceding two sub-clauses

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

In the presence of

(Witnesses)

- (i)
- (ii)

(Signature & Designation of the authorized representative of Rural Works Department)

In presence of

(Witnesses)

- (i)
- (ii)

(Name/Signature of the authorized representative of CA Firm)

## **Section 8: TERMS OF REFERENCE**

*[As per RFP]*

**Section 9: SCHEDULE OF PRICES**

*[As per RFP]*

## **Section 10 : MINUTES OF CONTRACT NEGOTIATIONS**

Enclosure-1

**Resume**

Name:

Address:

DOB:

ACA Date:

Mob. No.:

e-mail:

**Professional & Technical Qualification:**

| S.No. | Degree | Board/University | Year of Passing | Remark |
|-------|--------|------------------|-----------------|--------|
|       |        |                  |                 |        |
|       |        |                  |                 |        |
|       |        |                  |                 |        |
|       |        |                  |                 |        |
|       |        |                  |                 |        |

**Working Experience:**

| S.No. | Name of Assignment | Organisation/<br>Department Name | Duration of Assignment | Role | Remark |
|-------|--------------------|----------------------------------|------------------------|------|--------|
|       |                    |                                  |                        |      |        |
|       |                    |                                  |                        |      |        |
|       |                    |                                  |                        |      |        |
|       |                    |                                  |                        |      |        |
|       |                    |                                  |                        |      |        |

**Brief Description of Technical Expertise:**

Date:

Signature

Place:

## Enclosure 2 - Format of Bank Guarantee (BG) - EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

|                      |   |
|----------------------|---|
| Bank Guarantee No. : | Issuing Bank:                                     |
| Date of Issue:       | Bank's Name and Address of issuing Branch/Office: |
| Effective Date:      |   |
| Expiry Date:         |   |
| Value of B.G.:       |   |
| Beneficiary:         | Under Secretary, RWD, Patna, Bihar                |

To,  
Under Secretary,  
Rural Works Department,  
Govt. of Bihar,  
5<sup>th</sup> Floor, Vishweshwaraiya Bhawan  
Bailey Road, Patna-800015

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of [insert name of contract] under Tender No RFP No.:

Furthermore, we understand that, according to your conditions, bids must be supported by an EMD. At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- i. has withdrawn its Bid during the period of bid validity specified by the Bidder, or



ii. having been notified of the acceptance of its Bid by RWD during the period of bid validity:

- (a) fails to or refuses to execute the Agreement, as required, or
- (b) fails to or refuses to furnish the security deposit, in accordance with the Instructions to Bidder

This guarantee will expire:

- if the Bidder is the successful Bidder and upon our receipt to copies of the contract signed by the Bidder.
  - if the Bidder is not the successful Bidder and our receipt of a copy of your notification of the Bidder's name as an unsuccessful Bidder
- (a) Ninety days after the expiry of the validity of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before date\_\_\_\_

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For \_\_\_\_\_

(Branch and Bank)

With Date and Rubber Stamp

### Enclosure-3

#### Format of Bank Guarantee (BG) – Security deposit (Performance Guarantee)

|                      |   |
|----------------------|---|
| Bank Guarantee No. : | Issuing<br>Bank: _____  |
| Date of Issue :      | [insert: Bank's Name and Address of Issuing<br>Branch<br>or Office] |
| Effective Date:      |   |
| Expiry Date:         |   |
| Value of B.G.:       |   |
| Beneficiary          | Under Secretary, RWD, Patna, Bihar                                  |

To,  
Under Secretary,  
Rural Works Department,  
Govt. of Bihar,  
5<sup>th</sup> Floor, Vishweshwaraiya Bhawan  
Bailey Road, Patna-800015

Whereas consequent to your Request for Proposal (RFP) Ref No.:  
\_\_\_\_\_ dated \_\_\_\_\_, you have issued a letter of  
vide Memo No. to \_\_\_\_\_, having its office at (hereinafter referred  
to as "the Agency") to select the Agency for \_\_\_\_\_

Whereas as per the terms of the RFP and Agreement for Services to be executed  
between RWD and the Agency, the Agency has to submit a Bank Guarantee in  
favour of Under Secretary, RWD, Bihar.

And whereas, we, \_\_\_\_\_ Bank, having our branch office  
at \_\_\_\_\_

\_\_\_\_\_ (herein after referred to as "the Guarantor") on  
the request of the Agency hereby expressly and irrevocably undertake and  
guarantee to pay to you, a sum not exceeding **Rs.** \_\_\_\_\_  
**(Rupees \_\_\_\_\_ Only)** in the event of non-participation in  
Financial bid and / or any breach by the Agency of the obligations under your  
said RFP/Agreement, for reasons attributable to the Agency for the same.

This Guarantee shall be limited to an amount not exceeding Rs.....  
(Rupees .....). You may raise a demand on us in writing stating the  
amount claimed under the Guarantee and on receipt of your claim in writing,  
without any demur, protest or contest and without any reference to the Agency,  
we the Guarantor shall make the payment under this Guarantee to RWD on  
written claim / demand.

We the Guarantor, further confirm that a mere letter from the RWD  
that there has been a breach by the Agency of its obligations or there are  
sufficient reasons for invoking this Guarantee, shall without any other or  
further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the  
Guarantee by any arrangement, variation, violation between you and the  
Agency, indulgence to Agency by you with or without our consent or knowledge  
and this Guarantee shall be in addition to any other Guarantee or security you  
possess against the Agency.

This Guarantee shall be a continuing Guarantee and shall not be  
discharged by any change in the constitution of the Bank, Guarantor or the  
Agency. It is further guaranteed that the payment under this Guarantee shall be  
made by us on receipt of your written demand as aforesaid making reference to  
this Guarantee. Notwithstanding anything contrary contained in any law for the  
time being in force or banking practice, this guarantee shall not be assignable or  
transferable by the beneficiary. Notice or invocation by any person such as

assignee, transferee or agent of beneficiary shall not be entertained by the Bank.  
Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). This Guarantee shall remain in full force and effect for a period of 1 year 2 months from the date of issue of letter of Acceptance i.e. \_\_\_\_\_ Day of \_\_20\_\_ and shall expire no later than \_\_Day of \_\_\_\_\_, 20\_\_\_\_. Any Demand /payment under this must be received by us in the office on or before that date.

This guarantee will not be discharged due to any change in the constitution of the Bank or the Agency.

For \_ \_ \_ \_ \_

(Branch and Bank)

With Date and Rubber Stamp

## APPENDICES