

Request for Proposal

RFP NO.: BMC/Account/2015-16/E-2

Request for Proposal for Appointment of a Chartered Accountant Firm for Developing Accrual based Double entry Accounting system, Preparation of Standard Comprehensive Municipal Accounts Manual, Full Transmission of current accounting system to Accrual based system from F.Y.2016-17 to F.Y.2018-19 <u>and</u> Developing and/or Implementing Accounting Software at Bhavnagar Municipal Corporation of Gujarat

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Bhavnagar Municipal Corporation Bhavnagar, Gujarat.

То, _____

Subject: Request for Proposal for Appointment of a Chartered Accountant Firm for Developing Accrual based Double entry Accounting system, Preparation of Standard Comprehensive Municipal Accounts Manual, Full Transmission of current accounting system to Accrual based system from F.Y.2016-17 to F.Y.2018-19 <u>as well as</u> Developing and/or Implementing Accounting Software at Bhavnagar Municipal Corporation of Gujarat

The Government of Gujarat, as a part of its intention to strengthen the Financial Capacities, Accounting System and Management Information System of its Municipalities, has decided to Introduce Accrual Based Double Entry Accounting System in municipalities of Gujarat in 2004. Also some of the Municipal Corporations of Gujarat have already shifted to accrual based accounting system and are getting good results. The NATIONAL MUNICIPAL ACCOUNTS MANUAL is also submitted to Gujarat Government for betterment.

In order to uniformly and efficiently introduce the proposed accrual based, computerized double entry accounting system in Bhavnagar Municipal Corporation, RFPs are being re-invited hereby.

The Annual Account work based on Cash based Double Entry Accounting System for F.Y. 2014-15 has been already completed using present system software except bank reconciliation.

1. <u>Invitation:</u>

In this context, BMC invites RFP from the qualified & eligible CA firms to carry out the work of Accrual Based Double Entry (ABDE) Accounting System in Bhavnagar Municipal Corporation by online tenders. The bidders shall submit their online offers on https://bmc.nprocure.com. In the earlier attempt of inviting RFPs for the said work, the tender no.BMC/Account/2015-16/E-1 was cancelled due to very less participation of bidders. To get effective & competitive quality in public interest, BMC decided to re-invite the RFP with relaxed criteria to enable more CA Firms to participate and provide excellent services to achieve the goals & objectives of the project.

Along with the RFP, the Earnest Money Deposit amounting to Rs.50,000/- (Rupees Fifty Thousands only) and Tender Fees of Rs.1,500/- (Rupees Fifteen Hundred only) shall have to be paid in form of separate Demand Drafts/Cheque of any Scheduled Nationalized Bank except Co-operative Bank. The DD/Cheque shall be in favor of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.

2. <u>Scope of Work:</u>

The Firm is responsible for 1) preparing comprehensive accounting manual, 2) implementing ABDE Accounting System, 3) deciding suitable Accounting Software for BMC & implementing the same and 4) transmit entire present accounting to ABDE Accounting System from FY 2016-17, 2017-18 and 2018-19, etc in accordance with the Work order as amended from time to time by BMC in order to fulfill the Goals, Objectives and Strategies of Project. Detailed information is given in the Scope of Work (SoW) and Terms of Reference (ToR) of this document.

3. <u>Request for Proposal (RFP):</u>

You are expected to examine all terms and instructions contained in these documents. If you consider that your firm does not have all the expertise for the assignment, please don't quote. The entire RFP process must include Financial Bid. The majority of the key professional proposed to put for the job must be proprietor/partner or permanent employee or should be associated with the firm on long term basis. A good working knowledge of Gujarati is essential for key professional staff of this assignment. Failure to provide all requested information will be at your risk and may result in rejection of your offer.



4. Offer Evaluation:

The following procedure will be adopted in evaluating offers as explained in tender document. The offer must be in two separate parts viz.

- (i) Request for Proposal (Technical Bid) and
- (ii) Financial Bid (Commercial Bid)
- a) **Technical Bid**: For RFP (Technical Bid), the firm has to submit all the supporting documents online (scanned copies) as well as physically in sealed cover as per mentioned procedure. The bidder shall submit all the required Annexures as attached in the tender document and all the required supporting evidences. The sealed covers of Technical Bid will be opened prior to opening of online Financial Bid for evaluation of qualified bidder.

 $\left\{ \frac{\text{RFP Evaluation}}{\text{As per the submitted Technical Bid, the evaluation will be done as per the} \right\}$

b) **Financial Bid:** Only those financial bids shall be opened online who qualify as per criteria of RFP evaluation sheet. The work shall be assigned to the lowest financial bidder out of the qualified bidders. Using due professional expertise & experience, the firm shall decide which software would be implemented at BMC & bid accordingly with full clarity about own approach for the project.

5. <u>Award of Work:</u>

The work will be awarded to the qualified and successful firm with the lowest financial bid as above. However, the Commissioner or designated Authority in this behalf has right to accept or reject offer of any or all agencies without assigning reason thereof. The authority can ask for the clarification/justification to the L-1 before the award of work, and if authority is not satisfied with the explanation; work cannot be awarded to the L-1 bidder.

6. If any further inquiry about tender please contact:-

Chief Account Officer, Accounts Department, Bhavnagar Municipal Corporation, Bhavnagar. Phone No.- (0278)2514300 Email ID - account@bmcgujarat.com , cao.bmc@gmail.com

7. BMC invites Online-Bids for the above mentioned work from qualified bidder by Online Tendering only. The **online bids** should be received on (n)Procure website latest by Dt.09/03/2016 before 06.00 pm. To avoid last minute rush, it is advisable to bid as soon as possible.

Thanking you,

Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar.

Data Sheet

1	Name of work	Bhavnagar Municipal Corporation invites proposals to appoint
		a Chartered Accountant Firm for Developing Accrual based Double entry Accounting system, Preparation of Standard
		Comprehensive Municipal Accounts Manual, Full
		Transmission of current accounting system to Accrual based
		system from F.Y.2016-17 to F.Y.2018-19 as well as Developing
		and/or Implementing Accounting Software at Bhavnagar
		Municipal Corporation of Gujarat
2	Descriptions and the objectives of	Implementation of sound Financial Management System,
	the Assignments	accounting system as per Accrual based Double Entry
		Accounting System and related Data management work as per NMAM/GMAM & all other statutes in BMC along with its
		adoption & actual training and Developing and/or
		Implementing Accounting Software along with
		modifications/integrations, etc. with present modules of BMC
		upto the level of result oriented self satisfaction
3	Language of documentation	English
4	Working knowledge of a Specified	Gujarati
	Language (Specifically for Junior	
	level Staff)	
5	Language of Reporting	Gujarati and English as desired by BMC
6	Currency for payment of	Indian Rupees
7	consultancy fees Address of submission of offer	Chief Account Officer, Accounts Department
7	Address of submission of offer	Chief Account Officer, Accounts Department, Bhavnagar Municipal Corporation, Bhavnagar.
8	Last date and time of online bid	Up to 06:00 p.m. of Date 09/03/2016
0	submission	op to 00.00 p.m. of Date 03/03/2010
9	Bid Validity period	120 days
10	Tender Fee	Rs.1,500/- (Rupees One Thousand Five Hundred only) in form
		DD/Cheque of Nationalized Scheduled Bank (Co-operative
		bank will not be allowed)
11	EMD	Rs.50,000/- (Rupees Fifty Thousand only) in form DD/Cheque
		of Nationalized Scheduled Bank (Co-operative bank will not be
17	Security Deposit poughle within 4	allowed)
12	Security Deposit payable within 1 month from assignment of the	5 % of the Contract amount in form DD / Bank Guarantee of Nationalized Schedule Bank(Co-operative bank will not be
	work order	allowed)
13	Online Submission of e-tender	Dt.15/02/2016 to Dt.09/03/2016 upto 06:00 p.m.
	(Technical & Financial Proposal)	,,,,
14	Request for proposal (RFP)	Upto Dt.09/03/2016 upto 06:00 p.m.
	download last date	
15	Submission of RFP	On or before Dt.14/03/2016 upto 6:00 p.m.
	document/Tender fee, Bid Security	
	Deposit and Technical proposal in	
	Physical Form by Regd AD/Speed	
10	Post	
16	Opening of Preliminary & Technical	Dt.15/03/2016 at 12:00 p.m.
F a m m	Proposal ore details please visit website: www.n	

For more details please visit website: <u>www.nprocure.com</u> & <u>www.bmcgujarat.com</u>

Note:-

- All Technical details shall be submitted in Online as well as in Physical Form.

- Financial proposal shall be submitted **<u>Only Online</u>** on <u>https://bmc.nprocure.com</u> .

Notice for intending RFP

- 1. BMC is inviting tenders for Appointment of a Chartered Accountant Firm for Developing Accrual based Double entry Accounting system, Preparation of Standard Comprehensive Municipal Accounts Manual, Full Transmission of current accounting system to Accrual based system from F.Y.2016-17 to F.Y.2018-19 as well as Developing and/or Implementing Accounting Software at Bhavnagar Municipal Corporation of Gujarat. In the earlier attempt of inviting RFPs for the said work, the tender no.BMC/Account/2015-16/E-1 was cancelled due to very less participation of bidders. To get effective & competitive quality, BMC decided to re-invite the RFP with relaxed criteria to enable more CA Firms to participate and provide excellent services to achieve the goals & objectives of the project.
- 2. <u>Name of Work</u>: Development of Accrual based Double entry Accounting system, Preparation of Standard Comprehensive Municipal Accounts Manual, Full Transmission of current accounting system to Accrual based system from F.Y.2016-17 to F.Y.2018-19 <u>as well as</u> Developing and/or Implementing Accounting Software at Bhavnagar Municipal Corporation of Gujarat in accordance with the SoW & ToR <u>and</u> work order as amended from time to time by BMC in order to fulfill the Goals, Objectives and Strategies of Project.
- 3. The work is to be carried out as described in TOR/SOW (Scope of work) in this RFP from F.Y. 2016-17 to F.Y.2018-19.
- 4. The Firm shall be deemed to have full knowledge of the role and responsibilities of the work, where works to be carried out, whether it inspects them physically or not.
- 5. Firm shall submit its RFP in sealed covers as described below within stipulated time without fail and failing to do so; its tender shall be liable for rejection outright.

TECHNICAL BID ::-

The Tenderer shall have to submit Technical Bid with related scanned documents "On Line" through n-procure website and "Hard Copy" through RPAD / Speed Post. This cover shall contain following:

1) Demand Draft/Cheque of Rs.50,000/- (Rupees Fifty Thousand Only) of any Nationalized Scheduled Bank in favour of Municipal Commissioner, BHAVNAGAR Municipal Corporation at BHAVNAGAR to be forwarded towards EMD.

2) Demand Draft/Cheque of Rs.1,500/- (Rupees One Thousand Five Hundred Only) of any Nationalized Scheduled Bank in favour of Municipal Commissioner, BHAVNAGAR Municipal Corporation at BHAVNAGAR to be forwarded towards non refundable Tender Fee.

3) Forwarding letters along with all supporting documents and Annexures for Technical Bid.

4) Bidder is not allowed to mention rates in Technical Bid. All the Tender pages must be duly sealed & signed. This cover must be superscripted as "Tender Bid No., Name of Work, Department, Date of Opening". The firm shall invariably write his name, address, name of work, tender details on this envelope and seal it properly.

PRICE BID ::-

Price Bid SHALL NOT BE ACCEPTED IN HARD COPY by Bhavnagar Municipal Corporation by post or personally. The Price Bid shall be submitted through the website of nprocure only. The bidder who had completed the formalities of registration with the agency "nprocure" are only eligible to quote the price bid of this tender through the web site https://www.nprocure.com within the stipulated time limit mentioned in the tender document/advertisement.

7. The Envelops shall be opened by following opening procedure of the Tenders:

- a. Envelope for the Scrutiny of the Technical Bid Documents- The Technical Bid Document shall be thoroughly scrutinized by the authority. The data and information furnished by the Firm shall be evaluated on the basis of Technical capability, financial capacity and work experiences, etc.
- b. In the case, if the Technical Bid document of any Firm/s falls short of any Document/attachment/annexure, etc. then his/their **tender shall be liable for rejection out right.**

- c. Financial Bid of only those agencies shall be opened online who score minimum 60 marks as per the evaluation sheet mentioned in the tender document.
- d. After opening of Technical Bid document and Financial Bid, the final decision and approval for the acceptance letter shall be given by the Commissioner/Committee/designated authority.

8. The following details are required in RFP document:

- a. The Technical Bid Document Envelop shall be accompanied by Earnest Money Deposit of Rs.50,000/-(Rupees Fifty Thousands only) and Tender Fees of Rs.1,500/-(Rupees Fifteen Hundred only). The Firm must pay Tender Fees and Earnest Money Deposit in the form of Demand Draft/Cheque issued in favor of "Commissioner, Bhavnagar Municipal Corporation, Bhavnagar". Tender Fees and Earnest money in any other form other than specified above shall not be accepted.
- b. Firm shall show its financial capability with required documents. The details of which shall be declared on the Annexures. The Firm failing to submit/furnish these details may be out-rightly **disqualified** and no dispute thereof shall be entertained at any time.
- 9. Submission of RFP document by a Firm shall mean that he has read this notice, RFP documents and has made himself/herself aware of the scope of work and terms and conditions of the work to be done, material to be supplied etc. that may be required by firm in carrying out the work, local conditions, laws and bylaws, orders, circulars & accounting manuals of the Government, BMC and other factors bearing influence on the execution of the service so proposed.
- 10. The physical documents of RFP must be sent by Registered Post A. D. / Speed Post only. The RFPs received after stipulated time shall not be accepted by the BMC. Such RFP documents, if received after the stipulated time, will not be opened and will stand rejected.

11. **RFP offer shall stand rejected if:**

- a. Firm proposes any alternation in the work specified or any conditions or corrections made in the ToR.
- b. Any eraser is made in the RFP unauthenticated or any page or a page is/are removed or replaced.
- c. Firm shall submit the RFP which does not satisfy each and every condition laid down in the notice and RFP documents, failing which the RFP will be liable for rejection.
- d. Firm's RFP containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
- e. Stipulates the validity period less than what is stated in the form or tender.
- f. Stipulates its own conditions.
- g. Does not fill in and sign the RFP form as well as annexure, specifications etc.
- h. Does not pay the Earnest Money Deposit by Demand Draft/Pay order with RFP document.
- i. Does not submit the tender before the stipulated time and specified date in the Office of The Commissioner, Bhavnagar Municipal Corporation, Bhavnagar.
- j. Does not attach the required documents.
- k. All pages of RFP tender documents are not initialed by the Firm.
- I. Inviting request for proposal shall be a part of the RFP documents.
- 12. The successful Firm(s) shall be required to enter into the agreement with BMC after the acceptance letter is issued. The work order will follow after the execution of the agreement.
- 13. Commissioner or designated Authority reserves the right to open or not to open any or all RFP document without assigning any reason thereof.
- 14. The Commissioner may nominate three to five persons team who is authorized/technically qualified to rate the tender document submitted by the firms.



Preliminary Definitions

- 1. "Act" means The Municipal Act and Bombay Provincial Municipal Corporation Act, 1947.
- 2. "Accounting Code" means Gujarat Municipal Account Code as time by time in force.
- 3. "AB-DEAS" means Accrual Based Double Entry Accounting System.
- 4. "AMC" means Annual Maintenance Contract.
- 5. "Applicable Laws" means all laws, promulgated or brought into force and effect by the Government of Gujarat or the Government of India including rules and regulations made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- 6. "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.
- 7. "Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 8. "Agreement" means this Agreement, Schedules, condition, documents and any amendments thereto made In accordance with provisions contained in this Agreement.
- 9. "BMC" means Bhavnagar Municipal Corporation.
- 10. "Breach" means a breach by either Party of any of its obligations in this Agreement which shall be deemed to have adverse effect to the proposed service.
- 11. "C&AG" means Comptroller and Auditor of General of India.
- 12. "Contract" means Schedules, condition, documents and any amendments thereto made in accordance with provisions contained in RFP, ToR, Letter of acceptance, work order etc.
- 13. "Chartered Accountants" means Chartered Accountant registered with the ICAI.
- 14. "Data" shall mean the information in relation to the Bhavnagar Municipal Corporation or of other organization as decided by BMC and made available to the Firm for the project.
- 15. "ICAI" means Institute of Chartered Accountants of India
- 16. "GoG" means Government of Gujarat.
- 17. "GOI" means Government of India.
- 18. "Municipality" means municipality constituted under the Municipal Act.
- 19. "Municipal Corporation" means Municipal Corporation constituted under the Bombay Provincial Municipal Corporations Act, 1949.
- 20. "NA" Not Applicable
- 21. "Report" means Reports or Statement
- 22. "RFP" Request for Proposal
- 23. "Team Leader" means Principal Chartered Accountant of the Firm.
- 24. "Termination" means termination of the Contract or work order.
- 25. "Firm" means Chartered Accountant Firm/Firms.



Minimum Qualification Criteria

Firm's eligibility for pre-qualified agencies will be evaluated based on the following parameters and marking pattern.

- A) Financial Criteria and
- B) Technical Criteria

Financial Criteria:

- 1. The annual turnover **in each of** the last three financial years i.e. 2012-13, 2013-14 and 2014-15 should not be less than Rs.50 Lakhs.
- 2. The Net cash Accruals (PAT+ Depreciation) of the firm should be at least 20 lakh <u>in each of</u> the last 3 years as above.

Technical Criteria:

- 3. The bidder must be registered with The Institute of Chartered Accountants of India (ICAI) and having certificate of practice to work as Chartered Accountant.
- 4. The CA firm must be in existence since atleast 15 years.
- 5. The firm must be having minimum 2 Fellow Chartered Accountants as partner as per certificate of practice from ICAI as at 01.01.2015.
- 6. The Team leader for the project must have at least 15 Years of Experience as practicing Chartered Accountant with ISA qualification and having knowledge of regional language Guajarati as well.
- 7. The firm having experience of establishing & implementing Accrual Base Double Entry Accounting System of <u>at least TWO assignment</u> (Preferably in last 3 years i.e. during the period from 1.4.2012 up to the date of submission of bid) in Government Organization / ULB / Corporation / Govt. undertaking / Govt. Companies. (Attach copy of the work order/proof for the same)
- 8. The firm having Experience of developing and implementing such Software or Versions for <u>atleast</u> <u>TWO</u> Government Organization/ Department, involving Double Entry Accounting work in .NET technologies or other and SQL as a back end involving all the phases of SDLC (Software Development Life Cycle) or Own developed/customized Web Based Accounting Application. (Attach copy of work order <u>and</u> completion certificate/ successful system certificate).
- 9. The Firm should have the qualified staff to work on **Tally Software/Any web based accounting software/any other software for Accounting**. Firm have to submit the details of Team Leader & staff with their qualification and certificates of Information System Audit.
- 10. The firm should have Head/Branch office in India and must provide declaration for setting up its branch/unit at Bhavnagar for the project period.

Evaluation Sheet

Request for Proposal (RFP) Evaluation procedures shall consist of marking system. Marks shall be allotted on the following basis:

Sr.	e following basis: Criteria Item		Marking Options		М	Maxim
No.					ar ks	um Marks
A)	Financial Criteria					
1)	The annual turnover in each of the last three financial years		i) Rs.50 lakhs to Rs.100	lakhs	5	
,	i.e.2012-13, 2013-14 and 2014-15 should not be less than		,			
	Rs.50 Lakhs. (Note: Refer General Terms & Condition, point 6)					10
	[Attach copy of the Audited Annual Accounts for the same]		ii) More than Rs.100 lal	chs	10	
2)	The Net cash Accruals (PAT+ Depreciation) of the firm		i) Rs.20 lakhs to Rs.50	akhs	5	
	should be at least 20 lakh <u>in each of</u> the last 3 years as					
	above. (Note: refer General Terms & Condition, point 6)					10
	[Attach copy of the Audited Annual Accounts for the same		ii) More than Rs.50 lak	IS	10	
	with required working]					
B)	Technical Criteria	1				
1)	Years of in existence of the CA Firm as on 01.01.2015		15 to 25 Years		10	45
	[Attach copy of the firm registration certificate]		More than 25 Years		15	15
2)	Experience of establishing & implementing Accrual Base		i) Atleast 2 assignment		10	
2)	Double Entry Accounting System of at least TWO assignment		hefore last 3 years	suone	10	
	(Preferably in last 3 years i.e. during the period from	2.1	ii) Atleast 2 assignment	s done in	15	
	1.4.2012 up to the date of submission of bid) in Government		last 3 years			
	Organization / ULB / Municipal Corporation / Govt.	2.2	More than 2 succ	essful	15	20
	undertaking / Govt.Companies)		assignments done be	f ore last 3		
	[Attach copy of the work order/proof for the same]		years			
	(Note: refer General Terms & Condition, point 6)	2.3	More than 2 succ	essful	20	
			assignments done in la	ast 3 years		
3)	Experience of developing and implementing such Software	A	tleast 2 Government Organ	nization/	10	
	or Versions for atleast TWO Government Organization/		Departments			
	Department, involving Double Entry Accounting work in					
	.NET technologies or other and SQL as a back end involving	3 to 4 Government Organization/		zation/	15	
	all the phases of SDLC (Software Development Life Cycle) or		Departments			20
	Own developed/customized Web Based Accounting Application					
	[<u>Attach copy of the work order</u> and completion certificate/	Mo	re than 4 Government Org	anization/	20	
	successful system certificate]		Departments			
4)	Skill of Team Leader to develop, maintain, currently running		Qualification of DISA (Dipl	oma in	10	
.,	live application for Double Entry Accounting System (The		Information System Audit			
	Team Leader must be qualified in Information System Audit)		tified Information System			10
	[Attach copy of proof for the same]		must.			10
5)	No. of staff deployed by CA Firm at BMC for the entire		Year 2016-17 = 4 No.	Total	5	
5)	period of the project			=	5	
		(a)	Year 2017-18 = 4No.	11		
		. ,	Year 2018-19 = 3 No.	Nos.		
			16al 2010-19 - 5 NO.			
			Year 2016-17 = 5 No.	Total	10	
		(b)	Year 2017-18 = 5 No.	=		
				14		15
			Year 2018-19 = 4 No.	Nos.		
		<u> </u>	Year 2016-17 = 6 No.	Total	15	
		(c)		=	13	
		(0)	Year 2017-18 = 6 No.	17		
			Year 2018-19 = 5 No.	Nos.		
			1 COL 2010-13 - 3 NU.			
				<u>TOTAL</u>	7	100



General Terms and Conditions

- 1. The bidder/firm must be a partnership firm. Only Partnership Firm will be given weightage.
- 2. Commissioner or the Designated Authority reserves the right to accept one or to reject all RFP without assigning any reason thereof and which shall be binding to the firm(s). No dispute whatsoever in this regard shall be entertained.
- 3. Dispute if any shall be discussed and mutually settled and in case of disagreement, the same shall be referred to the Commissioner or the Committee and the decision of the Commissioner or the Committee shall be final.
- 4. Firm shall have the requisite organizational set up for carry out the work at Municipal Corporation Level.
- 5. Following the issue of the letter of acceptance, the successful firm shall be required to enter into agreement with BMC on required stamp paper. After the same, the firm shall be awarded the work order by BMC.
- 6. The agreement/contract must be executed by both, the designated partner & the team leader, on behalf of the CA firm as well as by the Commissioner/any two designated authorities on behalf of BMC.

Terms and conditions (for Evaluation)

1. If any firm provides evidences for <u>Financial criteria</u>, <u>point:1</u>), <u>2</u>) and <u>Technical criteria</u>, <u>point: 2</u>), <u>sub</u> <u>point 2.1</u>) as per Evaluation Sheet in such a way that *fulfills minimum qualification criteria* <u>BUT</u> *falls under more than one marking option in the same criteria item* then...

(a) The marking shall be done on pro-rata basis by considering number of experience evidences <u>and</u>
 (b) The firm shall be given <u>total of the mark obtained</u> as per (a) point above for that criteria item.

In any other case/combination/conflict, the firm shall be given <u>highest of the marks obtained</u> under more than one marking option in the same criteria item. The Commissioner or Committee's decision would be final for any decisive circumstances which arise from documents submitted by bidders.

2. If any firm gets "0" (zero) mark for any criteria then the same shall be ineligible for the work order even if it attains overall thresh-hold score of 60 marks.

Terms and conditions (if CA firm reports to develop NEW Software)

- 1. The ownership of the Final Source Code of the developed accounting software shall rest with BMC. Also the same is to be provided to BMC every time during deployment of patch/full system in BMC server. BMC can use the source code for any purpose.
- 2. The firm/agency must provide technically competent qualified/trained local staff at BMC office during the project & AMC period.
- 3. The software must be robust and secure with multi-level user right management.
- 4. The firm has to quote the rate for software development work including 1 year comprehensive maintenance work after the project period.
- 5. The agency has to do all the work regarding AMC during 1 year without any extra charges.
- 6. The accounting software must have feature for SMS & email sending features.
- 7. The accounting software must have password & biometric (thumb) based authentication feature.
- 8. Web based system need to be developed with ASP.NET 4.0 & above, SQL server 2008 & crystal reports, WCF services.
- 9. After deployment of web based solution and running of web based system, if any issue/error occurs then the agency must provide its solution within 3 working days. If the problem/issue is major/critical which stops the running system then the firm/agency will have to provide immediate support & have to resolve the issue within the same day.
- 10. The accounting software has to be integrated with all the online services & modules of BMC.
- 11. If EQDC certification (Electronic &Quality Development Control) is mandatory under any statute/law then that will be the responsibility of the firm/agency.
- 12. The Accounting software must be having bilingual features with Gujarati and English language. It must be capable of producing all reports in both the languages separately.

- 13. The firm must be having experience of executing such software at minimum 2 Govt. Offices/organizations with technologies specified in point (8).
- 14. At the end of the project the firm must submit 2 certificates for the software performance from 1) Accounts Department 2) EDP Department

Terms & conditions (if CA firm reports to implement any developed software itself)

- 1. The license version of the software must be installed.
- 2. The CA firm has to modify, improve, integrate the software with other modules, etc. as per requirement of BMC. The software must be capable of integrating with present modules & technologies available at BMC including web based systems with ASP.NET 4.0 & above, SQL server 2008 & crystal reports, WCF services.
- 3. The CA Firm has to integrate present & future modules of BMC, during the project period, to the software itself as per requirement of BMC.
- 4. For making integration, improvements, modifications, etc to the software, the CA firm has to provide <u>full-fledged training for such customisation</u> to technical staff & <u>license for such customisation ownership</u> in the name of BMC.
- 5. The firm must be having experience of executing such software along with making integration, improvements, modifications, etc customization at minimum 2 Govt. Offices/organizations.
- 6. The firm/agency must provide technically competent qualified/trained local staff at BMC office during the project & AMC period.
- 7. The software must be robust and secure with multi-level user right management.
- 8. The firm has to quote the rate for software including its customization cost & 1 year comprehensive maintenance work after the project period.
- 9. The firm has to do all the work regarding AMC during 1 year without any extra charges.
- 10. The accounting software must have feature for SMS & email sending features.
- 11. The accounting software must have password & biometric (thumb) based authentication feature.
- 12. After implementing the accounting software, if any issue/error occurs then the firm must provide its solution within 3 working days. If the problem/issue is major/critical which stops the running system then the firm/agency will have to provide immediate support & have to resolve the issue within the same day.
- 15. The accounting software has to be integrated with all the online services & modules of BMC.
- 16. If EQDC certification (Electronic &Quality Development Control) is mandatory under any statute/law then that will be the responsibility of the firm/agency.
- 13. The Accounting software must be having bilingual features with Gujarati and English language. It must be capable of producing all reports in both the languages separately.

FORCE MAJEURE

- 1. A Force Majeure event shall mean occurrence of any of the events like acts of God, exceptionally adverse weather conditions, earthquake, cyclone, flood, volcanic eruption or fire or landslide, strikes or boycotts (other than those involving the firm or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, an act of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent carryout work and the work specified in the ToR, which prevent the Parties from performing its obligations under this assignment.
- 2 Upon the Occurrence of a Force Majeure Event there shall be no Termination. There shall be no Termination payment to be made by either party.
- 3. If the firm is rendered wholly or partially unable to perform its obligations because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event only and not due to other reasons whatsoever.





4. The firm affected by a Force Majeure Event shall notify to BMC in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this assignment.

Dispute Resolution:

Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner or Designated Authority of BMC.

Miscellaneous

- **1.** <u>Execution of the Acceptance Letter:</u> It shall be the responsibility of the firm to get the letter of acceptance from the BMC in two sets (One for the firm and other for BMC).
- 2. <u>Non Assign ability:</u> Firm shall not, unless otherwise provided in the ToR, directly or indirectly sell, transfer or assign sublet or otherwise part with the use whole or part of work under this contract to any person or party in any manner whatsoever.

3. <u>Indemnity:</u>

Firm agrees and undertakes to defend, indemnify and hold harmless to BMC, its officers and employees from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damages to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Firm, or by any of its personnel of whatever status.

The Firm shall not, unless otherwise provided in the ToR, directly or indirectly sell, transfer or assign, sublet or otherwise part with the use whole or part of sites and facilities under this contract to any person or party in any manner whatsoever.

Modification of Agreement/Contract: Any modification/alteration to the terms and conditions of the agreement/contract shall be made by mutual consent in writing to be effective and binding. In the event that any clause/s mentioned in the contract is held to be void or not valid or not enforceable the said clause/s shall be deemed not to have been a part of the agreement/contract and the existence of such clause/s shall not invalidate or nullify the contract and it shall continue to be in force uninterrupted and be binding on the parties hereto.

Termination of Work: BMC reserves the right to cancel the tender without any notice at any point of time.

Time Frame of Work

Sr. No.	Particulars	Time Frame (to be given by the Bidding Agency/Bidder)
1	Preparation of standard manual defining system data flow, coding of	
	accounts, roles of different cadres from beginning of transaction upto	
	its book keeping & reporting including legal aspects & as per	
	National/Gujarat Municipal Accounting Manual	
2	First training of prepared manual to BMC staff & <i>Submission of report</i>	
	for Accounting Software	
3	Submission of Opening Balance Sheet as on 01/04/2016	
4	Updation of Fixed Assets Register & Preparation of budget in new format for F.Y.2016-17	
5	Development/installation/Modification of new software at BMC	
6	Accounting data entry for FY 2016-17, Submission of Half yearly	
	financial statement (i.e. Balance Sheet, Income & Expenditure, Cash	
	Flow Statement etc.), Bank reconciliation statement and other	
	Prescribe Reports (Soft Copy and Hard Copy) for F.Y.2016-17	
7	Finalization of Accounts for F.Y.2016-17 & subsequent required	
	training of prepared manual to BMC staff	
8	Integration/modifications during <u>FY 2016-17</u> in new software developed by CA firm with certification	
9	Submission of Financial Statements as on 31 st March 2017 for	
	F.Y.2016-17 (i.e. Balance Sheet, Income & Expenditure, Cash	
	Flow Statement, etc.), Bank reconciliation statement, 1 to 7	
	Patrak or other Prescribed Reports (Soft Copy and Hard Copy) as	
	per National/Gujarat Municipal Accounting Manual or State	
	government laws	
10	Accounting Data Entry for F.Y.2017-18, Preparation of budget for	
	F.Y.2017-18, Updating standard manual and required trainings of	
	prepared manual to BMC staff	
11	Submission of Quarterly financial statement (i.e. Balance Sheet,	
	Income & Expenditure, Cash Flow Statement etc.), Bank reconciliation	
	statement and other Prescribe Reports (Soft Copy and Hard Copy) as	
	per NMAM/GMAM or State government laws for F.Y.2017-18 by	
	using new accounting software by CA firm at BMC	
12	Integration/modifications during <u>FY 2017-18</u> in new software by CA firm with certification	
13	Submission of Final Statement as on 31 st March 2018 for	
10	F.Y.2017-18 (i.e. Balance Sheet, Income & Expenditure, Cash	
	Flow Statement etc.), Bank reconciliation statement, 1 to 7	
	Patrak and other Prescribe Reports (Soft Copy and Hard Copy)	
	as per NMAM/GMAM or State government laws by using <i>new</i>	
	accounting software by CA firm at BMC	
1.1		
14	EQDC certification of the new software by CA firm (if applicable)	
15	Handholding support to the manpower at BMC entrusted with the	
	accounting work for F.Y.2018-19, required trainings for carrying the	
	work independently to BMC staff, Updating standard manual <u>and</u>	
	submission of Bank reconciliation statement	
16	Certificate for final successful version of new software by the CA firm	



Scope of Work (SoW) and Terms of Reference (ToR)

1. Scope of Work:

a) CA Firm have to prepare & submit standard comprehensive <u>accounting manual</u> based on National/Gujarat Municipal Accounting Manual (NMAM/GMAM) defining entire system data flow, roles of different cadre, authorization levels, internal control check points, reconciliations, etc in both languages <u>i.e.</u> English & Gujarati. The firm has to deploy <u>minimum</u> <u>required staff</u> as follows.

FY	Minimum No. of Required Staff	Designation of Staff Required	
2016-17	4	1-Team Leader(CA)	
		3-Other Qualified staff (As decided by CA firm)	
2017-18	4	1-Team Leader(CA)	
		3-Other staff (As decided by CA firm)	
2018-19	3	1-Team Leader(CA)	
		2-Other Experienced Staff from previous years	

The firm has to provide other staff/data entry operators (as mentioned above) for entire project period at BMC, who have operative knowledge of accounting softwares, Tally and other web-based accounting softwares.

F.Y.2016-17

- b) To submit report for <u>finalizing accounting software to be implemented</u> at BMC (Tally or any other accounting software). Using due professional expertise & experience, the firm shall decide which software would be implemented at BMC & accordingly report with full clarity about own approach for the project.
- c) To <u>develop and/or implement</u> the Accounting Software as per CA firm's report by covering all aspects of National/Gujarat Municipal Accounting Manual, Accounting Policies and Practices as per Accounting Standards (AS) issued by ICAI and other guideline issued by BMC as well as preparation of Charts of Accounts and Master of Coding at BMC. Wherever necessary, the CA firm has to make <u>modifications, integrations, improvements, etc</u> to the new accounting software.
- d) To prepare <u>Opening Balance Sheet</u> as on 01.04.2016 and <u>imparting training</u> to BMC staff for their roles & responsibilities, record keeping functions, etc. as per newly prepared accounting manual.
- e) Preparation & <u>finalization of Accounts</u> for F.Y.2016-17, Submission of Financial Statements as on 31st March 2017, preparation of <u>budget</u> in new format as per accounting manual.
- f) Preparation/updation of <u>Fix asset register</u> and to submit hard copy & soft copy of Half Yearly/yearly financial statements with annexure and Annual Financial statements for Financial year 2016-17 by certifying them for their method of preparation and preparation of <u>bank reconciliation statement</u> with signature of Team Leader and Account Officer.

F.Y.2017-18

- g) Necessary <u>modifications, integrations, improvements, etc</u> to the new accounting <u>software</u> as per newly prepared accounting manual, Updating standard comprehensive <u>accounting manual</u> with improvements/modifications, Preparation of <u>budget</u> for F.Y. 2017-18 as per new system/format, <u>Actual Data Entry</u> in New Accounting Software for F.Y.2017-18, required <u>trainings</u> to BMC staff.
- h) Preparation/updation of <u>Fixed asset register</u>, submit hard copy and soft copy of Quarterly financial statements, Annual <u>Financial Statements</u> (Balance Sheet, Income Expenditure Account, Cash Flow statement, detailed annexure, etc) and submission of <u>bank reconciliation</u> <u>statement</u> for Financial year 2017-18 by certifying them for their method of preparation with signature of Team Leader and Account Officer.
 F.Y.2018-19
- i) Necessary <u>modifications, integrations, improvements, etc</u> to the new accounting <u>software</u> and updating standard comprehensive <u>accounting manual</u> with improvements/ modifications.

j) <u>Handholding support</u> to the manpower at BMC entrusted with the accounting for the year 2018-19, full-fledged required <u>trainings</u> to BMC staff for carrying the work independently, <u>certifying the Annual financial statements</u> for their method of preparation and preparation of <u>bank reconciliation statement</u>. Submission of final copy of <u>standard comprehensive accounting</u> <u>manual</u>, <u>and</u> Certification of own satisfaction with the newly developed and/or implemented accounting software at BMC.

Other general scope

- k) CA Firm will have to maintain accounts as per accounting policies and practices as per Accounting Standard (AS) issued by ICAI, National/Gujarat Municipal Accounting Manual and other guideline issued by BMC.
- The CA firm shall be responsible only for <u>result oriented trainings</u> by training faculties BUT the firm has to make sure that the training should be prompt & comprehensive enough to make the staff of BMC to use the entire accounting system & software easily.
- m) The CA firm has to provide return filing & other services of TDS, service tax, etc. to BMC during the contract period.
- n) To prepare and submit hardcopy of Activity/Service wise half yearly and yearly Statement of Income and Expenditure for all the Municipal Activities/Services as identified and uniformly coded under NMAM/GMAM. (Activities/Services holding Budget Code 0 to 9 including sub activities under each of these parent activities/services.)
- o) To submit <u>separate reports for bank reconciliation</u> and required necessary actions to correct/incorporate the same into present books of accounts along with future internal control checks is to be submitted by the CA Firm <u>at the beginning</u> and <u>at the end</u> of the project period. Before completion of the project, any of such reconciliation outcome must be incorporated & certified in the books of BMC.
- p) CA Firm is also responsible for reconciliation of grant received by Municipal Corporation with its balances of it with bank of investment. Total liabilities of Municipal Corporation are to be identified and incorporated in the books.
- q) To provide a support to Municipal Corporation for preparation of budget in prescribed format also advise Municipal Corporation for maintaining the registers and other data which is required for preparation for account or annual accounts.
- r) To prepare & submit Annual Financial Ratio Analysis Report (FRAR) along with hardcopy of annual Balance Sheet for F.Y.2017-18 & F.Y.2018-19.
- s) If CA Firms have found any irregularities, misappropriation, mal or wrong practice during accounting, it has to report the same to the Commissioner or Committee without failure within period of 7 days.
- t) To submit single click PDF copy of annual B/S prepared during the assignment.
- u) To submit single CD/DVD for every financial year containing annual B/S, Income Expenditure Account, entire Accounting Data or other data of Municipal Corporation before the completion of this assignment.
- v) On behalf of the CA Firm, the Team Leader has to attend all the meetings/workshops relating to this assignment without fail during assignment period.
- w) To follow instructions/directions/guidelines issued by BMC from time to time regarding this assignment.
- x) Any communication/response to BMC must be made through Team Leader only and that to within office hours. Any communication/response by any other person from Project CA Firm other than Team Leader is strictly prohibited and will not be entertained/counted at all.
- y) Not to change Team Leader till completion of this assignment without prior approval of the Commissioner or Committee. In case of change of Team Leader, the Commissioner or Committee will have the sole right to take decision regarding continuance or otherwise of this assignment with concerned Project CA Firm.
- z) To submit Progress Report on monthly basis & Trial Balance Sheet as and when required.
- aa) To submit required data by BMC in specified format as and when required.
- bb) Regular updation of fixed assets of Municipal Corporation on half yearly and yearly basis.

- cc) Update New Chart of Account in master data of newly developing and/or implementing accounting Software at BMC as per accounting manual and strictly follow new chart of account for F.Y. 2017-18 & onwards.
- dd) No new code will be allowed to open under any head of chart of account in newly developing and/or implementing accounting Software without prior permission of the Commissioner or Committee <u>after</u> the final coding (accounting manual) is submitted by the CA firm before completion of FY 2016-17.

The appointed CA Firm shall have the responsibility of the completion/fulfillment of various stages/conditions of the assignment. Failure to do so will invite financial penalty and termination of work.

2. <u>Tenure of work:</u>

The tenure of the work shall be 3 years i.e. FY 2016-17 to FY 2018-19. The AMC for software shall be effective upto 31.03.2020. (1 year after the project period)

3. Commissioner or the committee reserves exclusive rights to modify / increase scope of the selected firm, any extension of the duration of contract, etc. and will be informed accordingly to the selected firm in writing.

4. Notification to Firm commitment to fair and transparent process:

Firm whose RFP have been accepted shall be notified of the award by the BMC prior to the expiry of the period of validity of the RFP, by registered letter or by fax. This letter (hereinafter called the "Letter of Acceptance") The Firm shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acknowledgement to BMC within Ten (10) days from the receipt of the Letter of the Letter of Acceptance.

5. <u>Signing of Acceptance Letter:</u>

Pursuant to the Firm acknowledging the Letter of Acceptance, within 10 days from the date of acknowledgement of the Letter of Acceptance; the firm shall execute agreement/contract on required stamp paper. The designated partner & Team Leader shall sign the agreement/contract on behalf of the CA firm and the Commissioner/any two designated authorities shall sign the same on behalf of BMC. Subsequently, the work order shall be issued. The Commissioner or the Designated Authority in this behalf shall have the right and authority to negotiate certain terms with the successful Firm before signing of the acceptance letter. The signing of the acceptance letter shall amount to award of the work and the Firm shall initiate the execution of the work as specified in the ToR.

6. Expenses for the work:

All incidental expenses of the execution of the agreement/contract shall be borne solely by the successful Firm and such amount shall not be reimbursed to the successful Firm by BMC.

7. <u>Failure to abide by the work:</u> The conditions stipulated in the work shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the work without prejudice to BMC with such penalties as specified in the RFP Document and the agreement/contract.

8. <u>Security Deposit:</u>

In case of successful bidder, security deposit of 5% of the Contract Amount in the form DD/ Bank Guarantee of Nationalized Schedule Bank will be taken separately as mentioned earlier. Security deposit will be repaid without interest **after 6 months of the completion of the AMC**. While in case of Termination of Contract Security deposit will be forfeited.



9. <u>Penalty</u>:

In case of any failure/delay on the part of the firm in fulfilling the obligations and matching all the time-limits under this assignment, the penalty of Rs.1,000/- per day (maximum upto 10% of the contract amount) shall be imposed and recovered from the CA Firm/Bidder. In case project/work is delayed due to any unavoidable reasons/circumstances, the committee or the commissioner reserves the right to condone the delay by specific order for the same.

10. <u>Termination of Contract:</u>

- a. Termination for Default: BMC may, without prejudice, to any other remedy for breach of appointment, by prior written notice of default sent to the Firm, terminate the work in whole without assigning any reason if
 - i. The qualified Firm fails to deliver any or all of the obligations within the time period(s) specified in the acceptance letter or any extension thereof granted by Commissioner or Designated Authority in this behalf.
 - ii. The qualified Firm fails to perform any other obligation (s) mentioned in agreement/contract.
 - iii. If the Firm is in material breach of the representations and warranties contained in this agreement/contract.
- b. Termination for Insolvency, Dissolution etc: BMC may at any time terminate the appointment in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to BMC.
- c. Termination for Convenience: BMC reserves the right to terminate the contract by prior written notice, the whole or part of the appointment base on the performance. The notice of termination shall specify that termination for which performance of work under the contract is terminated and the date on which such termination becomes effective. Upon termination of this contract, BMC shall have the right to appoint any third party. The Security Deposit given to the BMC by the Firm shall be confiscated.

11. <u>Support to be provided by BMC</u>

- a) BMC will designate a person to prepare or arrange to prepare and provide the required necessary details / documents / records / statements / information / explanations etc. to Project CA Firm.
- b) The required minimum hardware support shall be provided by BMC.



Payment Terms

- 1. Contract Amount: In all inclusive cost of the services payable in Local currency is set as described below:
 - I. Currency of payment: All payments of professional fees shall be made in Indian rupees
 - II. Security Deposit: The amount 5% of the Contract amount in form DD/Bank Guarantee of Nationalized Schedule Bank.
- 2. Mode of Billing and Payments of professional fees: Payments of professional fees will be made by the BMC as per following. No mobilization advance or advance on establishment will be admissible.
- 3. The payment of professional fees shall be inclusive of all works to be carried out as per scope of work and other details prescribed in ToR.
- 4. The payment of professional fees shall be made as per the following stages and after submission of bill by the firm.
- 5. The payment of professional fees shall be done in stages as under.

Stage No.	Stages in order of performance (Must be sequential as below)	% of Total Contract Amount to be released
1	Preparation of manual including data flow, coding of accounts, roles of different cadres, internal control checks, etc. for entire accounting system	5%
2	Submission of Opening Balance Sheet as on 01.04.2016, report on bank reconciliation & its treatment in books of accounts, <i>Submission</i> <i>of report for deciding Accounting Software</i> <u>and</u> conducting first training to BMC staff for its implementation	10%
3	Updation of Fixed Asset Register & preparing Budget for F.Y.2016-17 as per accounting manual of stage 1.	10%
4	1 st certificate <i>for software development or installation or</i> <i>modification process</i> as per firm's software related report as well as new accounting system manual, roles of different cadres, authorization levels & internal control checks during F.Y.2016-17	10%
5	Routine data entry of all transactions, Required subsequent trainings to BMC staff, Finalization of Accounts for F.Y.2016-17 preferably by <i>using new accounting software by CA firm at BMC</i> , bank reconciliation statement <u>and</u> <i>certificate for</i> <i>integration/modification in software as per requirements of BMC</i>	20%
5	Required subsequent trainings to BMC staff, data entry, preparing Budget for F.Y.2017-18 & finalization of accounts <i>using new</i> <i>accounting software by CA firm at BMC</i> , bank reconciliation statement, Amendments in standard comprehensive accounting manual <u>and</u> <i>certificate for integration/modification in software as</i> <i>per requirements of BMC</i>	25% (To be paid quarterly in equal installments)
6	Handholding Support/trainings for F.Y.2018-19, data entry, preparing Budget for F.Y.2018-19 & finalization of accounts for F.Y.2018-19 using <i>new accounting software by CA firm at BMC</i> , process <u>and</u> <i>certificate for integration/modification in software as</i> <i>per requirements of BMC</i>	15% (To be paid quarterly in equal installments)
7	Submission of updated final copy of standard comprehensive accounting manual, EQDC certification (if applicable) and Certificate for final successful version of new software by the CA firm	5%

Additionally, the firm will be paid service tax at prevailing rates over and above consultancy fees.



Tax Deducted at Source (TDS) as per Income Tax Act will apply. No any other expenditure will be paid by BMC to the firm for the execution of work.

Note:

- The CA Firm can carry the work of any stage as per their convenience but the payment shall be done as per above schedule in the same order only.
- The work of stage 4 has to be initiated as early as possible.
- If any/all stage/s is not performed by the CA firm, the penalty clause as mentioned above shall be applicable along with confiscation of security deposit.
- 6. No intermediate payment of professional fees shall be made.
- 7. The Firm shall submit the invoices in duplicate to the client on firms printed bill forms indicating the work done by its during the period for which payment of professional fees is sought.
- 8. The stage wise payment of professional fees shall be released after verification/ certification of stage wise completion of work by officer in charge of BMC.
- 9. If the progress is not satisfactory and according to the agreed work program/schedule, the payment may be withheld until such times the Firm recover the shortfall.
- 10. If there is any correction, addition, modification asked by BMC the Firm shall there upon promptly make any necessary corrections and upon completion of such correction, the foregoing process shall be repeated.
- 11. <u>Suspension of payments of professional fees:</u> Any point of time during the term of the Contract BMC authority may issue a written notice for suspension and withhold all payments to the qualified Firm(S) under the Contract, if the qualified Firm(S) fails to perform any of its obligations under this Contract. Prior to the suspension of the payments, the BMC shall make the request to the qualified Firm(S) to remedy such failure within a period of 10 days from the date of issue of such notice of suspension. The notice of suspension shall specify the nature of the failure. In the event the Firm(S) does not rectify the failure within the specified time prescribed, the BMC shall have the right to terminate the Contract.
- 12. The amount of security deposit shall be kept with BMC until expiry of 6 months from the successful completion of entire assignment. After 6 months & on satisfactory performance of both, new system and new software, the amount of security deposit shall be released.
- 12. In case of any disputes, the decision of Commissioner or the Designated Authority in this behalf shall be final and binding to firm carrying out the work.
- 13. All legal matters shall be referred to the court of law subject to Bhavnagar Jurisdiction only.

Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar.



TECHNICAL BID

1.	Name and full addres	s of the firm	n/Organization					
2.	Registered Head Offic	address,						
	Telephone No(s)							
	Fax No(s)							
	E-mail address							
	Website URL							
	Address of <u>Branch Of</u> address: (If any)	fice(s) in Gu	ijarat with full					
	Telephone No(s)							
	Fax No(s)							
	E-mail address							
3.	Income Tax Registrati	ion number	(PAN)					
4.	Service Tax Registrati	on No.						
5.	C&AG Empanelment	No.						
6.	ICAI Registration No.	(FRN)						
7.	Date of Registration v	with ICAI						
	Complete educationa	•	•					
	details of the partner							
	respective liabilities in discharge of subseque							
			<u> </u>					
9.	Name, addresses and who will represent th	•	•					
	BMC (Attach letter of		ine dealing with					
10.	Firm's Experience	related to	similar Accounti	ing assignments and	1 no of project /	work carried		
	with Government Org							
Sr.	Name of Project /	Financial	Cost	Date of	Date of	Authority for		
No	work	Year	involved (Rs.	Commencement	Completion	whom		
			Lakhs)	of the work	of the work	carried out		
1.								
2.								
3.								
4.								
5.								

(Supportive document required to be attached with Annexure)

11.	Qualification & experience of Information
	System Audit details/proof: Qualification of
	Team Leader & experience of CA firm for
	similar projects/assignments of software
	development: Qualification certificates of
	Team Leader and proof of work orders, etc.
	of CA firm as a System Analyst/Software
	developer of Software or version
	developed/developing for at least TWO
	Government Organization/Departments,
	involving Double Entry Accounting work in
	.NET technologies and SQL as a back end
	involving all the phases of SDLC (Software
	Development Life Cycle) or Tally or Own
	developed with customized Web Based
	Accounting Application
12.	Financial Capacity of the Firm (Audited
	Financial Statements for last 3 Years of F.Y.
	2012-13, 2013-14, 2014-15 may be attached
	with PAT details)
The	e annual turnover of the firm
	F.Y.2012-13
	F.Y.2013-14
	F.Y.2014-15
The	e Net cash Accruals (PAT+ Depreciation) of the
firn	n with separate calculation
	F.Y.2012-13
	F.Y.2013-14
	F.Y.2014-15

Name of the Firm:	
Name of the Signing Authority:	
Designation:	
Place:	
Date:	
Stamp:	
Company Name:	
Business Address:	



ANNEXURE-1

Anti-Collusion Certificate

We certify that, this bid is made in good faith and that we have not fixed or adjusted the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for work,

- 1. Communicate to any person (outside this consortium, its professional and financial advisers, proposed financing banks and their professional and financial advisers) other than the BHAVNAGAR MUNICIPAL CORPORATION any commercial information.
- 2. Enter into any agreement or arrangement with any person (outside this consortium) that they shall restrain from Bidding, that they shall withdraw and Bid once offered or vary the amount of any bid to be submitted.
- 3. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this consortium) for doing having done or causing or having Bid or proposed Bid or the work, any act or thing of the sort described at 1) or 2) above.

Dated:

Day of _____ 0f _____ 2016

 Signature of the Designated Partner
 Signature of the Team Leader

 Name of the Designated Partner
 Name of the Team Leader

 Name & Seal of the Prospective
 Date of Receipt of tender documents

 Agency/Firm
 Agency/Firm

ANNEXURE-2

Format for Covering Letter

(On the Letterhead of the Agency lead partner of the company full postal address, telephone nos. or fax, e-mail address etc.)

Dated: _____

To, Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar – 364001

Sub: Tender Notice No.

Dear Sir,

We refer to your notice no ______ for inviting appointment of a Chartered Accountant firm.

Having fully studied and understood the tender document, its accompaniments/amendments and the details therein, I/We ______ here by submit the application for qualification for the above project. We hereby confirm that:

- 1. All information provided in the Qualification Statement and in the attachments is true and correct.
- 2. This statement is made for the explicit purpose of qualifying as Chartered Accountant Firm for implementation of Accrual Base Double Entry Accounting System in BMC as per GOG guidelines /BMC guidelines and National/Gujarat Municipal Accounting Manual.

We shall make available to the BHAVNAGAR MUNICIPAL CORPORATION (BMC) or their authorized agencies and additional information they may find necessary to verify the Qualification Statement. BMC or its authorized representatives are hereby authorized to conduct or to make any inquiries or investigations to verify the statements, document and information submitted with this application and/or in connection therewith and to seek clarification from our bankers, financial institutions and clients regarding the same. This letter shall also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information and particulars or clarification as may be deemed necessary or appropriate by BMC to verify the statements and information furnished in this application together with all annexure or with regard to the resources and experience of the Agency/Firm.

For any information, BMC or its authorized agents may contact the following persons of the Agency/Firm:

	Professional Enquiries		Financial Enquiries		
	Contact 1 Contact 2		Contact 1	Contact 2	
Name					
Address					
Telephone					
Fax					
E-mail					
Address					

We understand that the final bids by Agency(s) will be subject to verification of any and all information submitted in the tender.

We also understand that BMC reserves the right to amend, alter or vary the scope and terms of the bid.

We understand that BMC shall not in any manner be liable for its actions to modify / increase scope of the selected agency/firm and shall be under no obligation to inform the Agency of the grounds and / or reasons for the same.

We hereby irrevocably waive any right at any stage at law or howsoever otherwise arising to challenge, question or delay in any decision taken by BMC in selection process.

Yours sincerely,

Signature of the Designated Partner

Signature of the Team Leader

Name of the Designated Partner

Name of the Team Leader

Name & Seal of the Prospective Agency/Firm



ANNEXURE-3

FORMAT FOR LETTER OF AUTHORISATION AS TEAM LEADER

To, Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar – 364001

Shri			domiciled	at	
	(Address),	acting	as		

(Designation) at _______ (Name of the firm), and whose signature is attested below, is hereby **authorized as a Team Leader** on behalf of our firm to negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings etc. as may be required by BHAVNAGAR MUNICIPAL CORPORATION for the work of appointment of Chartered Accountant Firm for implementation of Accrual Base Double Entry Accounting System in BMC as per GOG guidelines/BMC guidelines and National/Gujarat Municipal Accounting Manual. I certify that he is fulfilling all minimum qualification & experience requirements of the tender.

(Signature of **Designated Partner**)

Shri _____

Name of the Designated Partner

Signature of the authorized Person as a **Team Leader**

Shri _____

Name of the authorized Person as a Team Leader

Name of the Prospective Agency/Firm With stamp/seal



ANNEXURE-4

Format for Affidavit / Undertaking by Team Leader

To, Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar – 364001

_____ (Name of authorised person) of ______ (Name of the firm) do solemnly affirm and certify that all the statements made in the annexures hereto are true and correct. Further, I declare that I fulfill the minimum qualification criteria as mentioned in the tender document to act as a Team Leader.

I, hereby, undertake to provide / furnish any other information / particulars as may be required by BHAVNAGAR MUNICIPAL CORPORATION as I am authorized as a Team Leader by above mentioned firm in Annexure-3.

I, the undersigned, further agree and undertake to arrange and / or assist BMC and/or its authorized representative in all respects, whatsoever, in conducting any enquiry or investigations for verification / authentication of the statements, documents submitted by us in connection with this application and to seek clarification from our bankers and clients regarding and financial, technical and managerial aspect(s).

I, further agree and undertake to make available any resources, statements and information furnished in this application together with all Annexures or any queries/requirements raised by the authorities of BMC with regard to the resources, experience and competency of the Agency/Firm, vicinity/quick availability at BMC, etc. at the earliest during the project period and AMC for the software.

Signature (Authorized Signatory as a Team Leader) With stamp/seal of the firm



ANNEXURE-5

Registration, Professional Experience & Financial Capacity

(A) Year of Registration of CA Firm and Team Leader with ICAI : (Total 2 regi. certificates)

(Copy of Registration Certificate may be attached)

- (B) Professional Experience :-
 - (I) <u>Agencie's Specific Experience related to similar Assignment(Accrual Base Double</u> <u>Entry Accounting System in Government Organization / ULB / Corporation / Govt.</u> <u>undertaking / Govt. Companies)</u>

	Accrual Base Dou ULB / C		Authority/				
Sr. No.	Name of Govt.Org., etc where the work was done	Financial Year	Cost involved	Date of commencement of the work	Date of completion of the work	Client for whom carried out	
1							
2							
3							

(Supportive document required to be attached with page no.) (Insert rows if needed)

(II) <u>Agency's Experience related to Accounting Software development project/work</u>

carried out with Government organizations/department.

Sr. No.	Name of Project/Work	Financial Year	Cost involved (Rs.in Lakhs)	Date of commencement of the work	Date of completion of the work	Authority/ Client for whom carried out
1						
2						
3						

(Supportive document required to be attached with page no.) (Insert rows if needed)

(C) Financial Capacity of the Firm/Agency for Net Cash Accruals

Financial Year	Profit before Tax	Tax/Tax Provision for the year	Profit After Tax [B-C]	Depreciation	Net Cash Accruals [D+E]
Α	В	С	D	E	F
2012-13					
2013-14					
2014-15					

(Audited Financial Statements for last 3 Years with PAT details of F.Y. 2012-13, 2013-14, 2014-15 MUST be attached)



ANNEXURE-6

BID FORM AND APPENDIX

Agencies are required to fill up all the bank spaces in this Bid Form.

To, Chief Account Officer, Account Department, Bhavnagar Municipal Corporation, Bhavnagar – 364001

Sub:- Invitation Letter No_____ /2015-16

Dear Sir,

The complete set of Tender Document, amendments, addendum, etc. for the execution of the above tender work are sent <u>in a spiral binding</u> herewith. We, the undersigned, offer to execute and complete whole of the said work in a schedule time limit from the date of issue of letter of Acceptance/ Work Order as given in Condition of Contract and in conformity with the above set of documents for the RFP in separate sealed Envelope.

I/We agree that,

The BMC authorities will be at liberty to take any action including termination of agreement and impose, at their absolute discretion, any penalties and/or reject the work.

I/We undertake, if my/our bid is accepted to deliver the works in accordance with the contract for period as specified in the bid from the date of receipt of letter of acceptance issued to me/us.

I/We agree to abide by this bid for a period of (120 days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

In the event of our bid being accepted, we agree that this tender document and amendments/modifications together with BHAVNAGAR MUNICIPAL CORPORATION's written acceptance/work order shall constitute a binding contract between us.



We understand that we have to follow the instructions of BHAVNAGAR MUNICIPAL CORPORATION & their designated officers, if any, during the execution of the work within the contract period.

Dated:

Day of _____ 0f _____ 2016

Signature of the Designated Partner

Signature of the Team Leader

Name of the Designated Partner

Name of the Team Leader

Name & Seal of the Prospective Agency/Firm

Witness Signature:
Name of the witness:
Address:
Contact:

ANNEXURE-7

(A) DETAILS OF KEY PERSONNEL/PARTNERS

Name of the Chartered Accountant:

Sr N o.	Name of the Partner	Age	Professional Qualification	Total Experience in Years	Years for which associated with the firm	Member Reg. Number at ICAI	Whether Key Partner for the Project	ISA Qualificati on
1								
2								
3								
4								

(Insert rows, if needed)

(B) DETAILS OF KEY PERSONNEL PROPOSED FOR THE PROJECT

Name of Chartered Accountant and other staff for FY 2016-17

Sr.	Name	Age	Highest	Total	Date	Under	Annua	Deploymen	Designation
No.	of the		Professional	Experien	since	training	I.	t at BMC	for the
	Person		<u>Or</u>	се	employed	Yes / No	salary	(Part time	project
			Educational		with the			/ Full time)	(Team
			Qualification		CA firm				Leader/Other)
1									
2									
3									
4									

(Insert rows, if needed)

Name of Chartered Accountant and other staff *for FY 2017-18*

Sr. No.	Name of the	Age	Highest Professional	Total Experien	Date since	Under training	Annua I	Deploymen t at BMC	Designation for the
	Person		<u>Or</u>	ce	employed	Yes / No	salary	(Part time	project (Team
			Educational		with the			/ Full time)	(ream Leader/Other)
			Qualification		CA firm				Leader/Other)
1									
2									
3									
4									

(Insert rows, if needed)

Name of Chartered Accountant and other staff *for FY 2018-19*

Sr.	Name	Age	Highest	Total	Date	Under	Annua	Deploymen	Designation
No.	of the		Professional	Experien	since	training	I.	t at BMC	for the
	Person		<u>Or</u>	се	employed	Yes / No	salary	(Part time	project
			Educational		with the			/ Full time)	(Team
			Qualification		CA firm				Leader/Other)
1									
2									
3									

(Insert rows, if needed)

<u>Note:</u> Any replacement in above mentioned staff will be done by CA Firm with equal/higher qualification or experience. For that, prior approval of Commissioner or Committee would be required.