

**UTTAR PRADESH STATE RURAL LIVELIHOOD MISSION
(UPSRLM)**

**DEPARTMENT OF RURAL DEVELOPMENT
GOVERNMENT OF UTTAR PRADESH
First Floor, Eldeco Corporate Tower, VibhutiKhand, Gomti Nagar, Lucknow-226010
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Tender No.: 2314/286-TC/Aajeevika/Lekha/2021-22

Dated: 17 September, 2021

REQUEST FOR PROPOSAL (RFP)

FOR

**HIRING THE SERVICES OF
FINANCIAL MANAGEMENT TECHNICAL SUPPORT AGENCY
(FMTSA)**

FOR DISCHARGING STATUTORY RESPONSIBILITIES

RELATING TO FINANCIAL MANAGEMENT

AND

MAINTENANCE OF ACCOUNTS

SEPTEMBER, 2021

The RFP include the followings:

- Invitation for Proposals & Instruction to Bidders
- Eligibility Criteria & Evaluation
- Scope of Work & Terms of Reference
- Bidding Process
- General Terms and Conditions
- Forms & template for bid response; Annexure Technical & Financial Proposals
- Form of Contract

Interested firms/ companies may download the RFP document from the website <https://etender.up.nic.in>. UPSRLM reserves the right to reject any or all the proposals in whole or part without assigning any reasons.

Invitation of Proposal

Uttar Pradesh State Rural Livelihood Mission (UPSRLM) is a flagship initiative which aims at reducing poverty by institution building among poor which enables them an access to institutional finance and other gainful employment opportunities resulting in appreciable improvement in their livelihoods on a sustainable basis. The Mission activities revolve around the guiding principles that:

- Poor have a strong desire to come out of poverty, and they have innate capabilities.
- An external dedicated and sensitive support structure is required to induce the social mobilization, institution building and empowerment process.
- Facilitating knowledge dissemination, skill building, access to credit, access to marketing, and access to other livelihoods services enables them to enjoy a portfolio of sustainable livelihoods.

The core values which guide all the activities under the Mission are as follows -

- Inclusion of the poorest, and meaningful role to the poorest in all the processes;
- Transparency and accountability of all processes and institutions.
- Ownership and key role of the poor and their institutions in all stages – planning, implementation, and, monitoring;
- Community self-reliance and self-dependence

The UPSRLM as Government intervention has advantages in converging services of other complementary schemes and Departments. It also offers process-stability and policy-backing.

This RFP intends to select a FMTSA for providing 6 Consultants for support to the CFAO at SMMU in discharging statutory responsibilities relating to financial management and maintenance of Accounts. The bidder has to quote Management Charges on the BOQ given separately.

Scope of Work & Terms of Reference of Financial Management Technical Support Agency (FMTSA)

The scope of Scope of Work & Terms of Reference is given in the following table:

Key Task and Deliverables	
A	<p><u>Computerized accounting:</u></p> <ul style="list-style-type: none"> i) Ensure high standard of accounting and financial management system within the organization and facilitate computerized accounting through 'Tally Package' of accounting in all accounting centers. ii) Well versed in operations of Tally software. iii) Rolling out & synchronization of the TALLY accounting system, after modification of the chart of accounts and integration with PFMS. iv) Ensure functioning of the system and facilitate monthly / quarterly consolidation of the financial information from the computerized accounting system tally. v) Preparation of monthly Financial Progress Report (MPR) & quarterly IUFR with the help of district accounts of all schemes. vi) Preparation of Bank Reconciliation Statement preferably in tally system every month and reconcile it as per fund released at respective DMMUS. vii) Reconcile payment with expenditure on quarterly basis to ensure proper accounting. viii) Prepare annual project/mission financial statements such as receipt and payment statement, balance sheet, income & expenditure A/C etc. for the purpose of audit. ix) Ensuring proper tally entries as per budget heads in tally software at all levels. x) He/ she will be responsible for capacity building of Finance Staff on financial aspects such as Tally related issues, proper bookkeeping, PFMS, Statutory deduction & returns etc. xi) Incorporate internal control in accounting system of various levels. xii) Analyze monthly advance and ensure its proper accounting.
B	Ensure maintenance of proper accounting practices as per the UPSRLM Finance Manual.
C	<p><u>Statutory return:</u></p> <p>Verification of deductions, statutory return filling in time such as TDS, GST TDS, etc. and also verify that statutory requirement as taxation laws and filing of various statutory returns (like eTDS, GSTR7, etc.filing) on monthly/quarterly basis with issuance of certificate to concerned authority/basis.</p>
D	<p><u>Financial Reporting:</u></p> <ul style="list-style-type: none"> i) Prepare and consolidate annual project /mission financial statements such as receipt and payment statement, balance sheet, Income & Expenditure A/c etc. for the purpose of audit, and consolidation of DMMU & SMMU project financial statements at the end of financial year. ii) Ensuring preparation of Bank Reconciliation Statement preferably in tally system every month and reconcile it as per fund released. iii) Quarterly submission of management report which will also include various issues identified during the execution of the assignment. iv) Preparation and consolidate of monthly Financial Progress Report (MPR) & quarterly IUFR. v) Preparation of utilization certificate, as and when required. vi) Preparation of weekly status of CSS and SS along with provisional expenditure.
E	<p><u>Financial Management Training:</u></p> <p>The consultant will also facilitate the staff trainings at state, district and block level based on the need of the program.</p>
F	<p><u>Audit:</u></p> <p>Consultant CA FMTSA will be responsible for timely preparation and consolidation of compliances of statutory, Internal, AG Audit. Individual Consultant FMTS will guide UPSRLM in preparing the Compliances.</p>

G	<p><u>PFMS:</u></p> <ol style="list-style-type: none"> I. Monitoring of Implementation of PFMS at all DMMUs Unit. II. Reconciliation of Balance as reflected on PFMS and as per Bank Statement. III. Sending letter to all DMMU unit for Reconciliation of data as per PFMS report and as per Books of Accounts IV. Analysis of Bank account Activated on PFMS of DMMU unit(Activation of Scheme wise bank account/Deactivation of Bank Account not in use) V. Identifying any wrongly mapped agencies on PFMS at District level, take steps to remove same. VI. Reconciliation of Available fund in different bank account at SMMU level reflected and as per Books of Account. VII. Solving queries related to PFMS at DMMU level. VIII. Organising PFMS Training to Newly Joined Staff.
H	<p><u>Budget & Budgetary Control:</u></p> <ol style="list-style-type: none"> I. Preparation of District wise Annual Financial Target on basis of Physical Target prepared by Respective Themes. II. Assist in Preparation of Annual Action Plan (on Financial Aspect) III. Fund allotment to District from time to time on basis of Target allotted to district and available fund at district. IV. Compilation of fund transferred to District (scheme wise/date and letter wise). V. Reconciliation of fund transferred to DMMU unit from PFMS and with DMMU Unit. VI. Processing file and preparation of UC for release of Fund under various Installments of NRLM
I	<p><u>Vouching:</u></p> <ol style="list-style-type: none"> I. Maintaining Receipt/Payment/Journal and other Voucher Guard file.
J	<p><u>SNA (Single Nodal Agency):</u></p> <p><u>Ensuring support of Data Entry Operator and Data Approver in PFMS</u></p> <ul style="list-style-type: none"> ➤ Opening Balance ➤ Register and Manage vendors ➤ Receipts from central Government ➤ Receipts from other agency ➤ Return from other agency ➤ Receipts from State Government ➤ Interest Income –Income from other sources ➤ Transferring funds to the child / lower level agency ➤ Manage bulk customization ➤ View bulk customization ➤ Edit existing customization ➤ TRANSFER: Fund transfer ➤ ADVANCE : Advance Payment to vendors, beneficiaries and their settlement ➤ Payment of advance ➤ Advance settlement ➤ Expenditure ➤ Utilization certificate ➤ To attend meetings related to SNA at level

Technical capability of FMTSA

The Bidder must have full time team of minimum 5 professionals having minimum qualification of C.A./ICWA with at least 5 years of experience of handling similar nature assignment related to Government funded projects.

Proposed team for UPSRLM

The FMTSA have to propose a Team of qualified and experienced consultants for the assignment. The skills of the proposed team of Consultants by the FMTSA would be assessed by the UPSRLM before on boarding on the assignment. However, as per the requirements of UPSRLM, the Scope of Work may be further expanded. The UPSRLM may request the selected FMTSA to depute additional experts for attaining the key deliverables within a specific timeline. Initially, the FMTSA have to propose a Team of Consultants for UPSRLM having following qualification and experience:

S. No.	Team Members	Minimum Qualification	Experience
1	Senior Consultant (Finance, Account & Audit)	C.A./ICWA/CMA/ PG in Commerce	5 Years of post-qualification experience in finance, accounts, audit, government budget & PFMS work experience with managerial experience in similar type of central/State/Externally aided project.
2	Consultant (Audit)	C.A./ICWA/CMA/ PG in Commerce	4 Years post qualification experience of CAG/ departmental audit work. Preference will be given to the retired Government employee handled finance, accounting and audit tasks.
3	Consultant (Budget)	C.A./ICWA/CMA/ PG in Commerce	4 Years of post-qualification experience in Government Budget preparation & Budget Control and account work. experience in similar type of central/State/Externally aided project..
4	Consultant (Account & PFMS/SNA)	C.A./ICWA/CMA/ PG in Commerce	4 Year post qualification experience in accounts & PFMS work experience in similar type of central/State/ Externally aided project..
5	Consultant (Account & Financial Information Management System)	CA(Inter)/CMA(Inter)/ PG in Commerce	3 Years of post-qualification experience in accounting and Financial Management Information System with computer knowledge (With MS office) in similar type of central/State/Externally aided project...
6	Consultant (Account Assistant)	Bachelor in Commerce	3 Years of Post qualifications experience in accounting with computer knowledge (With MS office) in similar type of central/State/Externally aided project.

Estimated Bid Value

The estimated bid value is Rs. 50 lakhs.

Regular Reporting

- The FMTSA will report to Mission Director, UP State Rural Livelihoods Mission or designated officer.

Review Committee to Monitor the FMTSA's Performance

- The Mission Director, UPSRLM or designated officer will review the work of the FMTSA on a yearly basis.

The duration of contract will be for three years extendable by two years on mutually agreed terms.

Data Sheet

Sl. No	Information	Details
1.	Bid Processing Fee (Non Refundable)	Rs. 2,500/- only (inclusive of GST) to be paid through e-payment mode (NEFT/ RTGS, Net Banking, Credit/ Debit card) only into following A/c. Name of Beneficiary: UPSRLM Name of Bank: Bank of Baroda Name of Branch: Jopling Road, Lucknow. A/c. No. 47030100001728 IFSC: BARB0JOPLIN
2.	Bid Security	Rs. 50,000/- (Fifty Thousand only) to be paid through online/ electronic mode/Bank Guarantee (BG) to the specified bank account. Last day for paying the Bid Security is on the day of tender closing date into following A/c. Name of Beneficiary: UPSRLM Name of Bank: Bank of Baroda Name of Branch: Jopling Road, Lucknow. A/c. No. 47030100001728 IFSC: BARB0JOPLIN
3.	RFP document to be available	From 18 September, 2021, to a day prior to the last date of submitting bid at https://etender.up.nic.in
4.	Last date and time for submission of pre-bid queries on email mdsrlmup9@gmail.com	23 September, 2021 up to 15:00 Hrs.
5.	Time and Date of Online pre-bid meeting.	27 September, 2021 at 15:00 Hrs. At – UPSRLM, First Floor, Eldeco Corporate Tower, Gomti Nagar, Lucknow – 226010
6.	Last date and time for submission of proposals (Technical & Financial) (Online)	12 October, 2021; 15:00 Hrs.
7.	Opening of Technical Bids	12 October, 2021; 16:00 Hrs. At – UPSRLM, First Floor, Eldeco Corporate Tower, Gomti Nagar, Lucknow– 226010

Sl. No	Information	Details
8.	Contact person for queries	SPM (Finance)- UPSRLM, First Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 Phone no. : +91 9532992081
9.	In response to the RFP notice, the proposal is to be addressed	Mission Director, UPSRLM, First Floor, Eldeco Corporate Tower Vibhuti khand, Gomti Nagar, Lucknow – 226010 Phone no. : +91 88873 53270
10.	Bid validity	120 days, From date of financial bid opening
11.	Bid Selection Method	Least Cost Selection (LCS) Method

1. Please visit e-tendering web site for full details at <https://etender.up.nic.in>
2. Complete sets of bidding documents will be available for free download by the interested bidders from the e-Procurement portal of the Government of Uttar Pradesh.
3. The Bidders are advised to submit the Bids well in advance of the deadline at <https://etender.up.nic.in> UPSRLM will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems in connectivity services used by the bidder. Offline Bids will not be entertained.

Profile of UPSRLM and objectives of assignment, background information

UPSRLM is a state counterpart of a flagship mission of Government of India namely, Deendayal Antyodaya Yojana – National Rural Livelihood Mission (DAY-NRLM). The scheme aims to reach out to all the rural poor families and link them to sustainable livelihoods opportunities. The Mission promises to nurture them till they come out of poverty and enjoy a decent quality of life. To achieve this, NRLM has put in place dedicated and sensitive support structures at various levels. These structures work towards organising the poor, building their capacities and the capacities of their organisations, enabling them access to finance and other livelihoods resources. The support institutions play pivotal role of initiating the processes of organising them in the beginning, providing the livelihoods services and sustaining the livelihoods outcomes subsequently. The support structures also work with the unemployed rural poor youth for skilling them and providing employment either in jobs, in remunerative self-employment and micro-enterprises.

UPSRLM is a registered society under Department of Rural Development (DoRD), Government of Uttar Pradesh responsible for implementing the mission. The UPSRLM has formed 4.6 lakh Self Help Groups (SHG), approx. 18,000 village organizations (VO) and 1100 Cluster Level Federations (CLF) as on

10th June 2021. This in turn means an effective reach to nearly 40 lakh rural families. The UPSRLM works in all 75 districts and 826 blocks of the state and has a human resource base of more than 2800 professionals dedicated for implementation of the mission. The objective is to finally constitute 10 lakhs SHGs, so the manpower associated with the programme will increase proportionately.

Eligibility Criteria

Pre-qualification/ Eligibility Criteria

The Bidder is expected to submit the following supporting documents with respect to the eligibility criteria mentioned along with the Technical Proposal:

Pre-Qualification Criteria

Sl.	Basic Requirement	Eligibility Criteria	Documents to be submitted along with Proposal
1	Legal Entity	The Bidder should be a Chartered Accountants Firm registered with the ICAI and having experience of not less than 5 years	Copy of Registration with ICAI
2	Partners	The Chartered Accountants Firm must have at least 5 Partners	Copy of COP issued by ICAI
3	Annual Turnover	Average annual Turnover of the bidder for last three financial years, i.e., from 2017-18 to 2019-20 (as per the last published audited balance sheets), should be at least INR 15Lakh	A certificate issued by the C.A.
4	Work Order Certificate	The bidder should have prior experience of having executed or executing at least 3 assignments of similar nature	Copy of Work order and Declaration and name & contact of reference person
5	Tax Registration	The bidder should have registration number of – i. GST ii. PAN number	Copies of Certificates
6	Power of Attorney	Power of attorney on a non-judicial stamp paper to authorizing the representative to sign the bid against this RFP	Duly signed Power of Attorney
7	Affidavit of Being Not Black-Listed	The firm should not be black listed by any of the Government Organization	An affidavit on non judicial stamp paper

Technical Proposal of only those bidders will be evaluated who qualify in Pre-qualification criteria.

Evaluation criteria – Technical proposal

The Committee constituted by the UPSRLM will scrutinize and evaluate the proposals. The proposals meeting the pre-qualification criteria will be evaluated further on criteria mentioned below:

Sl.	Criteria	Particulars	Weightage
1	Project experience	The bidder should have prior experience of having executed or executing at least 3 assignments of similar nature	10
2	Proposed Approach, Methodology and Work Plan	A descriptive write up on Proposed Approach Methodology and Work Plan	35
3	Professional capability	The Bidder must have full time team of minimum 5 professionals having more than 5 years of experience of handling similar nature assignment	25
4	Proposed team for UPSRLM	The Bidder should submit the C.V. of Senior Consultant (Finance, Account & Audit) and Consultant (Audit) proposed for UPSRLM which will carry 15 marks each for evaluation	30
		TOTAL	100

The bidder has to submit technical proposal in which proposed approach, methodology and work plan with clear description of the agencies understanding about the assignment to be described, as indicated in Form 7 of this document.

Financial Proposal of only those bidders will be opened who secure 70 marks in above technical evaluation criteria.

2.3 Documents to be submitted as part of the RFP

1. Covering letter on agency's letter head
2. Power of Attorney
3. Copy of Certificate of Registration of ICAI
4. Copy of COP of Partners
5. A copy of turnover certificate issued by the C.A.
6. Profile of the organisation - scope of work, type of services, key achievements
7. Profile of 5 existing staff for proving technical capability of work.
8. CV of Senior Consultant (Finance, Account & Audit) and Consultant (Audit) proposed for UPSRLM.
9. Affidavit of Declaration by the agency on stamp paper about not blacklisted by Government agencies;
10. Proof of submission of tender fee.

11. Proof of submission of Bid Security.

(Note- All above document should be attested by the authorized signatory with name, designation & seal of the agency and to be uploaded along with the Bid on <https://etender.up.nic.in>)

General Instruction of Bidding Process

- a) This invitation for bids is open to all Indian firms who fulfill prequalification criteria as specified in the RFP.
- b) Consortium is not allowed.
- c) Breach of general or specific instructions for bidding, general and special conditions of contract with Government of Uttar Pradesh or any of its client organizations during the past 3 years may make a firm ineligible to participate in bidding process.
- d) Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified
- e) Terms and conditions of e-procurement tendering process is mandatory to all the bidders.

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by UPSRLM.

Validity of Proposals

- a) Proposals shall remain valid for a period of 120 days. A Proposal valid for shorter period may be rejected as non-responsive.
- b) UPSRLM may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

Pre-bid meeting

- a) All those bidders who have obtained/purchased bid document can participate in pre-bid meeting to seek clarification on the bid, if any.

- b) The purpose of the pre-bid meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The Bidder is requested, to submit any questions in writing to reach UPSRLM as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. UPSRLM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids/ Key events and dates.
- d) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

Clarification

- a) A prospective vendor requiring any clarification of the bidding documents may notify UPSRLM contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders that have received the bidding documents.
- b) The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is clarified that UPSRLM shall not entertain any correspondence regarding delay or non-receipt of clarification.

Amendment of Tender Document

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

Bid Preparation

Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and UPSRLM, shall be in English language. If any supporting document and printed literature furnished by the Bidder is in a language other than English then the same should be accompanied by an accurate English translation in which case, for purposes of

interpretation of the bid, the English translation shall govern. However, such translations shall be certified by the agency that has done the translations.

Bid Format

The Bidder shall upload the digitally signed scanned copies of the Proposal on <https://etender.up.nic.in>, as given below:

A. Pre-Qualification Bid

1. A letter on bidder's letter head -
 - I. describing the pre-qualifying technical competence and experience of the bidder,
 - II. certifying that the period of validity of bids is 120 days from the last date of submission of bid,
 - III. asserting that the bidder is quoting for all the items mentioned in the tender,
 - IV. accepting all terms of this RFP.
2. All forms mentioned in RFP document along with the requisite documents asked in the respective forms to prove that the bidder meets the pre-qualification criteria as per Legal Entity, turnover details and work order details.
3. Power-of-attorney granting the person signing the bid, the right to bind the bidder as the 'Constituted attorney of the Agency'.
4. Permanent Account Number (PAN) and GST details to be submitted.
5. The Bidder should not be blacklisted by any government agency in India for any reasons whatsoever and/or the bidder should not be blacklisted by Central/ any other State/UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work. The Bidder shall submit an affidavit to this effect.

B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders as required by UPSRLM to evaluate the bids as prescribed as part of the technical evaluation given in this document. Hence it is mandatory that the bidders read this section in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

C. Financial Bid

The commercial bid shall be submitted to the UPSRLM for the Request for Proposal (RFP) Selection of FMTSA for providing services as per BOQ mentioned in the RFP.

Procedure for Submission of Bids

Tender Processing Fees

Bidder can download the tender document for free from the portal <https://etender.up.nic.in> till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fees have to be paid online in favour of “Mission Director, State Rural Livelihood Mission, Department of Rural Development, Lucknow, Uttar Pradesh”, payable at Lucknow from any scheduled bank.

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

Modes of Submission

All interested bidders shall pay Bid Security and Tender Processing fee and submit their Technical and Commercial RFP responses electronically on in the e-Procurement platform. The e-Procurement portal is available at <https://etender.up.nic.in>

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

Authentication of Bid

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

Validation of Interlineations in Bid

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

Financial Bid

The bidder shall indicate prices according to the Performa prescribed in BOQ: Financial Bid of the tender document.

Bid quote

Quote submitted by the bidder must be exclusive of GST and for one year of the contract on the BOQ. The bidder has to quote management charges on the BOQ given separately.

Variations in the scope of work

The scope of work is expected to have variations of 40%, which may expand or reduce during the period of contract as per the requirements of UPSRLM. The bidder has to submit the bid considering the variations in the deliverables.

Revelation of Prices

Prices in any form and for any reasons shall not be revealed in the pre-qualification bid or technical bid or before opening the financial bid. In case such violation happens, then the bid shall be immediately rejected.

Terms and Conditions of Tendering Firms

Consortium and Sub-contracting

1. The bid shall be submitted only as single entity firm. Consortium or Joint venture shall not be allowed for the project.
2. The bidder shall not Sub-Contract the Scope of Work other than wherever specifically mentioned. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.

Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

Address for Correspondence

The bidder shall designate the official mailing address, place, telephone number and e-mail address to which all correspondence shall be made by UPSRLM. UPSRLM shall not be responsible for non-receipt of any communication sent by the bidder.

Clarifications

If deemed necessary, UPSRLM may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. UPSRLM may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

Contacting UPSRLM

Bidder shall NOT contact UPSRLM or Department of Rural Development, Uttar Pradesh on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the e-procurement portal **<https://etender.up.nic.in>**

Any effort by a bidder to influence UPSRLM's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by UPSRLM.

Bid Currency

Management charges shall be quoted in Indian Rupees (INR) only.

Bid Security

The Bid Security amount as mentioned above must be submitted along with the Proposal. Proposals not accompanied by Bid Security shall be rejected as non-responsive. Bid Security shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful bidder. No exemption for submitting the Bid Security will be given to any agency.

The Bid Security shall be forfeited:

- 1 If a Bidder withdraws its bid during the period of Bid validity specified in the Bid Form;
- 2 Or in case of a successful Bidder, if the Bidder fails:
 - To sign the Contract; or
 - To furnish the performance security.

Submission, Receipt and Opening of Proposals

- UPSRLM will open all technical bids (at the first instance) received through the e-Tendering website in the presence of Bidders or his representatives who choose to attend.
- The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next day.

Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids on the following basis, namely:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious

misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

Right to Accept or Reject Proposal

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

Bid Selection Method

The selection method is Least Cost Selection (LCS). Under LCS, the firms scoring 70% marks in technical evaluation shall be eligible for consideration in opening of financial bid. In the financial bid (BOQ), the firm quoting lowest evaluated Management charge shall be considered for selection.

Disqualification

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

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d) Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by the Government of Uttar Pradesh for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment / variation provision.
- h) Financial bid/pricing is uploaded in the Technical bid.

Payment Terms

The payments to the FMTSA would be release on monthly basis on the completion of tasks as per the Scope of Work & Terms of Reference given in this RFP.

Before release of payment to Financial Management Technical Support Agency (FMTSA), UPSRLM will review the progress and ensure that the work undertaken is in the right direction to achieve the outcomes.

Execution of Agreement

- a) A procurement contract shall come into force from the date of contract.
- b) Initially, the period of contract would be of 1 year, which can be further extended for 1 year for 2 times on satisfactory performance and mutual consent.
- c) The successful bidder shall sign the procurement contract within 30 days from the date on which the Letter of Acceptance or is dispatched to the successful bidder.
- d) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- e) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased anywhere in Uttar Pradesh only

Fraud and Corruption

UPSRLM requires that firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, UPSRLM/ DoRD, Government of Uttar Pradesh defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of UPSRLM or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to UPSRLM, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive UPSRLM of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the UPSRLM.

- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by UPSRLM to having been and engaged in corrupt, fraudulent or unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract. No party shall, without the other party’s prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

Termination

Under this Contract, UPSRLM may by written notice terminate the contract agreement entered with the firm/company in the following ways:

- a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b) Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of 3 months.
- c) Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the firm/company.

Upon termination of the contract, payment shall be made to the firm/company for:

- i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination;
- ii. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the firm/company in the event of such termination.

Force Majeure

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

For purposes of this clause “Force Majeure” means an event beyond the control of the firm/company and not involving the firm/company’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the UPSRLM regarding Force Majeure shall be final and binding on the firm/company.

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

Resolution of Disputes

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

- **Amicable Settlement**

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

- **Resolution of Disputes**

UPSRLM and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after fifteen (15) days from the commencement of such informal negotiations, UPSRLM and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not

restricted to, conciliation mediated by the Additional Chief Secretary / Principal Secretary, Department of Rural Development. All negotiations, statements and/or documentation pursuant to these disputed matter shall be without prejudice and confidential (unless mutually agreed otherwise). The time and resources costs of complying with its obligations under this Governance Schedule shall be borne by respective parties. All Arbitration proceedings shall be held at Lucknow, Uttar Pradesh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Lucknow, Uttar Pradesh, courts situated in Uttar Pradesh only.

Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

Limitation of Liability

The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to two times of the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or willful misconduct in performance of the services hereunder.

Deliverables

The selected bidder's firm/company should have to submit deliverables; as desired by the UPSRLM.

Validity of Contract

The validity of the contract is initially for the period of 1 year, which can be further extended for 1 year for 2 times on satisfactory performance and mutual consent.

Forms and Template for Bid Response

Technical Proposal Forms- Annexure

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP
3. Form – 3: General Information about the bidder
4. Form – 4: Bidder’s annual Turnover statement certificate / capability statement
5. Form – 5: Bidder’s Relevant Experience
6. Form – 6: Particulars of full-time team of 5 professionals
7. Form – 7: Particulars of Consultants proposed for the assignment
8. Form – 8: Approach, Work plan and Methodology
9. Form – 9: Power of Attorney for authorised signatory
10. Form – 10: Affidavit of Being Not Black-Listed
11. Form – 11: Bank Guarantee for Bid Security

Financial Proposal Forms

1. Financial Bid – BOQ

TECHNICAL PROPOSAL FORMS

Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

The Mission Director,
UP State Rural Livelihood Mission
First floor, Eldeco Corporate Tower
Vibhuti Khand, Gomti Nagar,
Lucknow – 226010, Uttar Pradesh, India.

Sub: Hiring the services of Financial Management Technical Support Agency (FMTSA)

We hereby propose to provide services for “**Selection of Financial Management Technical Support Agency (FMTSA)**” as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Document furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid-BOQ" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to UP State Rural Livelihood Mission, failing which the Bid Security may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with Government of Uttar Pradesh, for a period of maximum two years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

(On Bidder's Letter head)

(Date and Reference)

To,

The Mission Director,
UP State Rural Livelihood Mission
First Floor, Eldeco Corporate Tower,
Vibhuti Khand, Gomti Nagar, Lucknow
PIN - 226010, Uttar Pradesh, India.

Subject: Request for Proposal (RFP) “**Selection of Financial Management Technical Support Agency (FMTSA)**”.

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding “**Selection of Financial Management Technical Support Agency (FMTSA)**” and we accept the Terms and Conditions of the RFP unconditionally.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 3: General Information about bidders

Requirements in Technical Bid	
Name of the Firm	
Date of Incorporation (Registration Number & Registering Date), GST No., PAN No.	
Date of Commencement of Business	
Address of the office in Uttar Pradesh (if any)	
Details of the Contact Person: Name: E-mail id: Phone/ mobile number :	
Website :	
Tender Fee	UTR No./Transaction ID date
Bid Security Details	UTR No./Transaction ID date B.G. No. date
Bidders Bank A/C details	A/C No. IFSC Bank name and Branch

Note: 1. Please provide incorporation certificate, PAN Card and GST registration details.

2. Please provide scanned copy of tender fee deposited and Bid Security submitted.

Form – 4: Bidder’s Annual Turnover statement

(On Applicant’s letterhead)

Annual turnover: Statement of qualification

Date:

This is to certify that our firm, M/s----- qualifies the annual turnover requirement of the bid for the years mentioned below:

Sr. No	Financial Years	Average Annual Turnover
1	2017-18	
2	2018-19	
3	2019-20	

Note: Please provide the certificate issued by C.A. firm on turnover of the firm and audited balance sheet.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Form – 5: Bidder’s Relevant Experience Certificate/ capability statement
provide for 3 relevant assignments**

Please provide information as per the criteria set out in the bid document.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your Firm / entity (profiles):
Name of Client:		No. Of Staff:
Address& Contact Number:		No. Of Staff-Months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rupees):
		Details of services rendered:
Name of Associated firm (s) if any:		No. Of Months of Professional Staff provided by Associated firm (s):
Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative description of Project:		
Description of Actual Services provided by your staff:		

Form – 6: Profile of 5 Professionals having more than 3 years of experience to prove technical capability of the Firm

Sr.No	Name	Educational Qualification	Length of Professional Experience	Present employment (Name of the Employer & Employed Since)	No. of Assignments Handled
1					
2					
3					
4					
5					

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, and experience of the existing staff to prove technical capability of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

Form – 7: Particulars of Senior Consultant (Finance, Account & Audit) and Consultant (Audit) to be deployed by the FMTSA

Sr.No	Name	Educational Qualification	Length of Professional Experience	Present employment (Name of the Employer & Employed Since)	No. of Assignments Handled

Mandatory- Also attach detailed CV/Resume of Senior Consultant (Finance, Account & Audit) and Consultant (Audit)

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

Form – 8: Approach, Work Plan and Methodology

The descriptive part of submission of the RFP will be detailed under the following topics.

A. Understanding of TOR [not more than Two pages]

The Applicant will submit his/ her understanding of the ToR and scope of services specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the ToR and scope of services if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the ToR and scope of services. Also the applicant will cite other assignments and campaigns with similar objectives and highlight the key take away and learning's relevant to this assignment.

B. Proposed Approach [not more than Two pages]

The Applicant would detail out approaches to be adopted to aid and further thematic advantages, progresses thereof, of the UPSRLM initiatives. The approaches must elaborate adoptive practices and steps, rationale thereof, of the assignment.

C. Methodology and Work Plan [not more than two pages]

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

Form – 9: Power of Attorney for signing authorities

(On Rs. 100/- court stamp paper)

Know all men by these presents, we, (Name of Firm and address of the office) do hereby constitute, nominate, appoint and registered.

Authorize Mr./Ms. Son/daughter/wife and presently residing at.....Who is presently employed with/ retained by us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection to work as Request for Proposal (RFP) for “**Selection of Financial Management Technical Support Agency (FMTSA)**”, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the UPSRLM/ DoRD, Govt. of Uttar Pradesh, representing us in all matters before UPSRLM/ DoRD, Govt. of Uttar Pradesh, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the DoRD, GoUP in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the UPSRLM/ DoRD, Govt. of Uttar Pradesh.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 2021

For.....

(Signature, name, designation and address)

Witnesses:

1

2

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

Form – 10: Undertaking on being not black listed

(On Rs. 100 Court Stamp Paper)

This is to certify that << COMPANY NAME >> is not blacklisted by the Government of Uttar Pradesh or any of its agencies for any reasons whatsoever and not blacklisted by Central/ any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the XX/XX/2021.

(Authorized Signatory)

Name of Signatory:

Bidder Name:

Date

Place

Form – 11: Bank Guarantee for Bid Security

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #

<<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Uttar Pradesh State Rural Livelihood Mission (UPSRLM)

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the bank") are bound unto the UPSRLM (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document;
 - or
 - (b) Fails or refuses to participate in the subsequent tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: