



**BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD**

*A Govt of Bihar Undertaking*



**Request for Proposal (RFP)  
For Selection of Chartered Accountant Firm  
for  
Initiating accounting reforms and implementing efficient Financial  
Management & Technical Support in all units of BSTDCL**

**Bihar State Tourism Development Corporation Ltd**

**Beer Chand Patel Path**

**Patna - 800001**

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**BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD**  
*A Govt of Bihar Undertaking*

**REQUEST FOR PROPOSAL FROM CA FIRMS**  
*for*  
**INITIATING ACCOUNTING REFORMS AND IMPLEMENTING EFFICIENT FINANCIAL  
MANAGEMENT & TECHNICAL SUPPORT IN ALL UNITS OF BSTDCL**

No. 04/48/AC/14/

Date: 21, Nov, 2014

1. Bihar State Tourism Development Corporation Limited (BSTDCL), engaged in a business of hospitality, transportation, restaurant & catering services and work as a nodal agency for executing tourism infrastructure projects in the state of Bihar, India, intends to accelerate its financial and accounting capabilities through services of expert professionals.
2. BSTDCL invites Proposals from eligible and reputed Chartered Accountant Firm for initiating accounting reforms and implementing efficient Financial Management & Technical Support in all units of BSTDCL. Brief details of bidding procedure are as below:

1	Cost of RFP Documents	INR 25,000 (Rupees Twenty Five Thousand only)
2	Earnest Money Deposit	INR 2,50,000 (Rupees Two Lacs Fifty Thousand only)
3	Downloading Bid Document	From 27.11.2014 at <a href="http://www.bstdc.gov.in">www.bstdc.gov.in</a>
4	Pre-bid Meeting	08.12.2014 at 11.00 am at BSTDCL Office
5	Authority Response to Queries	12.12.2014
6	Proposal Due Date	19.12.2014 up to 03.00 pm
7	Technical Bid Opening	On proposal due date

No liability will be accepted by BSTDCL for downloading incomplete or incorrect document(s).  
BSTDCL reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

**Sd/-**  
**Managing Director, BSTDCL**

*BSTDCL, Beerchand Patel Path, Patna -800 001*  
*[Tel: 0612-2506219, 2225411, 2506218 (fax) Email: tenders@bstdc.gov.in]*

## **RFP for selection of chartered accountant firm for initiating accounting reforms and implementation of efficient Financial Management & Technical Support in all units of BSTDC**

### **Disclaimer**

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

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

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

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

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

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

**RFP for selection of chartered accountant firm for initiating accounting reforms and implementation of efficient Financial Management & Technical Support in all units of BSTDC**

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## **I. INTRODUCTION**

### **1.1. Background**

Bihar State Tourism Development Corporation Ltd. (BSTDCL) represents a Government company constituted by the Government of Bihar under the Companies Act, 1956 and is mandated with the development of potential of tourism activities in the state. The objective of the company is to promote tourism activities in the state through better management of its hotels, vehicles and tourism sites, organising tourism and publicity events and bring a vibrant face of Bihar tourism to attract maximum tourist and ultimately put an important contribution in state GDP.

To boost the tourist facility in the state of Bihar, it is required that concerned department as well as finance and accounts department should adopt modern practice of business so that effective result can be obtained. In line with the objective, BSTDCL is developing/ upgrading many tourist facilities in the state of Bihar. But finance and accounts department is still following the traditional practices and a robust and effective accounting system is first and foremost requirement. Below mentioned point will provide a correct idea of existing accounting system:

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

BSTDCL has approx.10 (ten) self run hotels, along with restaurants, 1(one) ropeway at Rajgir, and along with fleet of vehicles, while another 10 hotels, 252 shops, small restaurants/ cafeteria and other tourist facilities are leased out to private operators. Many properties (including 6 no. of proposed ropeway at different places in Bihar) are also under development phase which will be leased out/ self run in future. BSTDCL is also engaged in construction of tourism facility as per mandate of state government at different locations. A modern accounting system with developed manuals and guidelines are desired for better recording of financial transactions and better tracking of financial performances.

### **1.2. Request for Proposal**

To implement an efficient Financial Management & Technical Support, BSTDCL intends to engage a chartered accountant firm which can provide the services of quality accounting and financial management professionals in order to strengthen the accounting system & support BSTDCL in financial management activities. Whole assignment may be divided in two phases i.e. phase-1: Designing Phase and phase-2: Implementation phase. Selected CA firm is required to study the existing system, identify the lacunae and design modern accounting system in such a way that requirement of entire organisation may get fulfilled. After designing phase, books of accounts will be maintained on parallel basis for agreed period and thereafter will be switched over on new system. CA firm will be required to provide its handholding services for agreed period. The Proposals should include a Technical Proposal specifying the Approach of the Applicant, the Proposed Team, and the Qualification of the Applicant and the Key Personnel as further described in this RFP document, and a Financial Proposal quoting the monthly payments (the “Monthly Retainership Fee”) to be made by the Authority for the services provided under the Agreement. It should be noted that the selected firm is envisaged to play a critical role in handling accounting and financial management services at BSTDCL. One of the major roles of the firm would be to strengthen the accounting system & support BSTDCL in financial management activities. To assure about the capacity, the firm eligible for the bidding process must satisfy the following eligible criteria:

- 1 The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN number) and Service Tax Registration [To provide all Certificates of Registration];
- 2 The Firm should have been in operation for at last 10 years after its registration;
- 3 The Firm should have at least Ten (10) partners and at least five (5) of them must be Fellow

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Chartered Accountants;

- 4 The Firm should be empanelled with Comptroller and Auditor General of India(C&AG) of India in major category of auditors ;
- 5 Average Annual Income (i.e. Average Gross Professional Fees earned during the 3 years) of the Firm in the last 3 financial years ending on March 31st, 2014 must be equal to or more than Rs. 2 Crores. [To provide copies of audited Financial Statements for all the 3 years and a certificate of average annual income in the last 3 financial years];
- 6 The Firm should have experience in handling accounting and financial management services of at least 3 Public Sector Undertakings or Government Organisation [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].
- 7 The Firm should have experience in handling accounting and financial management services of at least 1 Project in Infrastructure sector [Documentary proof/ work orders/client certificates/ completion certificates to be submitted] The Firm should have experience in preparing accounting/ finance manual of at least 1 company in hospitality sector having turnover of more than 100 crores. [Documentary proof / work orders/client certificates/ completion certificates to be submitted]
- 8 The Applicant will be declared ineligible if their performance in current/ previous assignment with BSTDCL found unsatisfactory.
- 9 Bidder must not be debarred and blacklisted in any of the government organizations / any proceeding by ICAI/ any other organization against themselves.

### **1.3. Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified.

### **1.4. Document Fee and EMD**

Bid document is available at the BSTDCL website [www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in). Interested parties may download the bid documents from the website and submit their offer.

Bidders shall have to furnish a non-refundable Document Fee amounting to Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Managing Director, Bihar State Tourism Development Corporation Limited and payable at Patna along with bid documents.

Bidders shall have to furnish the Earnest Money Deposit ("EMD") amounting to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Managing Director, Bihar State Tourism Development Corporation Limited and payable at Patna along with bid documents.

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

### **1.5. Validity of the Proposal**

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

### **1.6. Brief description of the Selection Process**

The Authority has adopted a Quality and Cost Based Selection ("QCBS") process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Chapter IV *VALUATION OF PROPOSAL AND APPOINTMENT OF CONSULTANT* Clause 1.4.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out based on the total price as quoted by the Applicants. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

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**1.7. Payment to consultant**

All payments to the consultant shall be made in INR. The consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the consultant. The fee shall be quoted in INR only.

**1.8. Schedule of Selection Process**

The Authority would endeavour to adhere to the following schedule:

No	Event Description	Date
1.	Date of Commencement of download of Bid Documents	27.11.2014
2.	Pre-Proposal Conference – 11:00 Hrs	08.12.2014
3.	Authority response to queries	12.12.2014
4.	Proposal Due Date or PDD -15:00 Hrs	19.12.2014
5.	Opening of Proposals – 16:00 Hrs	On Proposal Due Date
6.	Letter of Award (LoA)	Within 7 days of opening of Financial Proposal
7.	Signing of Agreement	Within 7 days of LoA
8.	Validity of Applications	90 days of Proposal Due Date

**1.9. Pre-Proposal visit**

Prospective applicants may visit the office of the Authority to review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Managing Director  
Bihar State Tourism Development Corporation Ltd  
Beer Chand Patel Path  
Patna - 800001  
Phone – +91 612 2225411/2506219  
Fax No - +91 612 2506218  
Email –tenders@bstdc.gov.in

**1.10. Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be:

Date: As per Clause 1.8

Time: 11 00 hrs.

Venue: Bihar State Tourism Development Corporation Ltd, Beer Chand Patel Path, Patna - 800001

**1.11. Communications**

1.11.1. All communications including the submission of Proposal should be addressed to:

Managing Director  
Bihar State Tourism Development Corporation Ltd  
Beer Chand Patel Path  
Patna - 800001  
Phone – +91 612 2225411/2506219  
Fax No - +91 612 2506218  
Email –tenders@bstdc.gov.in

1.11.2. The Official Website of the Authority is [www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in)

1.11.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No \_\_\_\_\_ for Appointment “**Proposal for Selection of Chartered Accountant Firm for Handling Accounting & Financial Management Services at BSTDCL**”

## **II. ABOUT THE ASSIGNMENT**

### **1.1 Scope of Work**

As mentioned above, whole assignment has been divided in two phases. The broad outline of the scope of work for each phase would include:

#### **1.1.1 Phase 1: Designing of efficient accounting system**

- i. Conducting As- Is study of entire organisation.
- ii. Documentation of current process and identify lacunae/ leakage and recommend suitable process with business process re-engineering
- iii. Drafting road map for computerization of accounting process.
- iv. Selection and recommendation of suitable software both at head office and units. (In this step, firm are required to extract inputs from experts of hotel industries and provide a suitable comparison of different type of accounting software and system generally used in hotel industry)
- v. Drafting BSTDC's finance and accounting manual
- vi. Drafting BSTDC's HR manual
- vii. Drafting BSTDC's procurement manual
- viii. Drafting software manual to build better understanding about usage of new software among BSTDC's staff
- ix. Designing standard formats for budgets, fixed assets register and other subsidiary books of accounts as and when required
- x. Preparation of opening balance sheet as on 01/04/2012 with suitable working and modification of opening balances
- xi. Preparation of financial statement for the year 2012-13, 2013-14 and 2014-15 as per agreed accounting system including quarterly and half yearly financial statement
- xii. Building and strengthening Internal Control & Auditing System and conducting various periodical reconciliation procedures.
- xiii. Designing of monthly MIIS system and implementation thereof

#### **1.1.2 Implementation phase:** In this phase firm's person will do accounting and ancillary work in new system as well as old system for the year 2015-16 and accounts of the year 2016-17 will be prepared on new system only. CA firm is required to do routine activities as under:

- i. Data entry of vouchers in agreed accounting software
- ii. Verification of bills and supporting vouchers for its correctness as regards head of accounts, period, type etc.
- iii. Preparation and maintenance of Cash & Bank Books; Preparation of periodic Bank Reconciliation Statements
- iv. Day-to-day cash and treasury management including cash forecasting
- v. Preparation of Annual Budgets estimates and Budget Execution
- vi. Carrying out other Financial Advisory and Management Services as needed or requested for efficient and sound financial management of BSTDCL
- vii. Reconciliation of inter-division/ units transactions and fund transfers to various divisions/ units from headquarters
- viii. Maintenance of statutory books of account and records
- ix. Manage funds and ensure timely release of funds to divisions/ units
- x. Preparation and maintenance of direct tax (Income Tax, TDS etc.) and indirect tax (Sales Tax, VAT, Service Tax etc.) related documents and records, preparation and filing of statutory returns with the respective authorities and ensuring its regular compliance
- xi. Salary Preparation (including statutory compliance, like, EPF, ESIC, IT etc.) & Tax Computation
- xii. Reviewing BSTDCL accounting & financial management systems and suggest modifications/ improvement measures to ensure compliance with its policies, plans, procedures, laws and regulations
- xiii. Assisting BSTDCL in various statutory audits e.g. Annual Audit, Internal Audit, C&AG Audit etc. from time to time and implementing audit recommendations
- xiv. Preparation of MIS reports such as Statement of Statutory Deductions, Investment Report, Budget Utilization Report, Budget Expenditure Control Report, Revenue Trend Analysis and other necessary reports, as per BSTDCL rules and regulations
- xv. Provide oversight and professional advice on credit appraisal, risk assessment, loan approval and disbursement, loans monitoring and recovery



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xvi. Conducting both theoretical and practical training to existing BSTDCL staff to make familiar about software and build capacity to use them in general business

**1.2 Deliverables and timelines** : as defined above there is two phases, deliverables of each phase is given as below:

**1.2.1 Phase 1: Designing of efficient accounting system**

S.N.	Deliverables	Approach/ content	Due date
1	Inception report	<ul style="list-style-type: none"> <li>○ As is study</li> <li>○ Area of improvement</li> <li>○ Activity and input plan</li> <li>○ Records of meeting held</li> </ul>	Within 1 month from commencement of work
2	Road map for computerisation of accounting process	Procedure for flow of data required for new accounting system including recording of accounting entries, maintenance of books and preparation of financial statements, implementation strategy etc.	Within 3 months from commencement of work
3	Selection of suitable software	All software should be compatible with others. Following is the indicative list: 1.POS at hotels/ owned shops/ other outlets 2.Accounting module integrated with inventory, FAR, payroll, budget and statutory compliance module	Within 3 months from commencement of work
4	BSTDC's finance and accounts module	Entire function of BSTDCL should be covered; format for financial statements and other report should be incorporated. One copy in English and one in Hindi is required to submit.	Within 5 months from commencement of work
5	BSTDC's HR manual	One copy in Hindi and one in English	Within 5 months from commencement of work
6	BSTDC's procurement manual	One copy in Hindi and one in English	Within 5 months from commencement of work
7	Software Manual	Separate for each software & module	Within 5 months from commencement of work
7	Opening Balance Sheet as on 01/04/2012	Fixed assets register after verification of all assets, various liability register	Upto Feb,2015
8	Financial Statement for 2012-13		Upto June,2015
9	Financial Statement for 2013-14		Upto Aug,2015
10	Financial statement for 2014-15		Upto Sep,2015
11	Format of MIS report		Upto March, 2015

**1.2.2 Implementation phase:**

S.N.	Deliverables	Approach/ content	Due date
1	Financial statement for 2015-16		Within 3 months from end of year
2	Financial statement for 2016-17		Within 3 months from end of year
3	Monthly MIS report		Within 10 days from end of month
4	Imparting training session with providing of theoretical and practical manual for better understanding & use of software		On monthly basis for 12 consecutive sessions after selection and installation of software
4	Various reports as required		

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The Chartered Accountant firm will be required to provide the desired services up to Sep, 2017 after signing the agreement with BSTDCL. The annual performance evaluation would be carried out by the BSTDCL at the end of every 12 months and the continuation of its services shall be subject to satisfactory performance of the Firm in the preceding completed 12 months. Notwithstanding anything contained herein above, BSTDCL reserves the right to discontinue the services of Chartered Accountant firm in the event their services are evaluated as unsatisfactory at any time during the period of contract. **For better understanding total period up to Sep, 2017 may be divided into two phases i.e. Phase-1: from commencement of work to Sep, 2015 and Phase-2: from Oct, 2015 to Sep 2017. It is expected that after conversion of accounts for the year 2012-13, 2013-14 and 2014-15, consultant will prepare books of accounts for the year 2015-16 on both system parallel. Books of accounts for the year 2016-17 will be then migrated to new system and manual accounting will be discontinued.**

**1.3 Key Personnel**

As indicated above, chartered accountant firm is required to provide its services in two phases. First phase is deliverable based while second phase is based on regular input on day to day basis. For first phase, chartered accountants firm has to assess the requirement and depute team as per their understanding; however a minimum requirement is given in next para. Team mentioned below will be required to work in BSTDCL for both phases. Firm should note that below team is the minimum requirement of BSTDCL during whole tenure and will remain intact in both phases. Bidder may deploy additional staff in phase-1 if he thinks; it is required and quotes their bid accordingly. For phase 2 there will be no change in the team composition as given in below para.

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

Position	No.	Qualification	Experience	Role & Responsibilities
Team Leader	1	FCA	<ul style="list-style-type: none"> <li>○ Experience in Accounting, Financial Management, Taxation and loan appraisal in similar organizations</li> <li>○ Should have proven record in anchoring/ conducting accounting/ financial management support consultancy</li> <li>○ Must have worked in at least 5 assignments in Government Accounting &amp; Financial Management with govt. undertakings</li> <li>○ Should have proficiency in use of Tally software and/or other accounting package</li> <li>○</li> </ul>	<ul style="list-style-type: none"> <li>○ Provide technical leadership to the team including regular co-ordination &amp; quality assurance</li> <li>○ Overall in-charge of accounting &amp; financial management team and accountable for performance of the team</li> <li>○ Regular reporting to Managing Director/ designated person.</li> <li>○ Responsible for strengthening the existing accounting &amp; financial management practices</li> </ul>
Deputy Team Leader-Internal Control	1	ACA	<ul style="list-style-type: none"> <li>○ At least 3 years of post-qualification experience</li> <li>○ Experience in Accounting, Financial Management. Taxation etc.</li> <li>○ Should have proven record in conducting accounting &amp; financial management support consultancy</li> <li>○ Must have worked in at least 3 assignments in Government undertakings</li> <li>○ Should have proficiency in use of</li> </ul>	<ul style="list-style-type: none"> <li>○ Responsible for bills review, clearance of payments</li> <li>○ Manage funds and ensure timely release of funds to divisions /schemes/projects;</li> <li>○ To co-ordinate with Revenue Section and handle money transfer during allotment process; To advise on credit appraisal, risk</li> </ul>

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			Tally software and/or other accounting	assessment, loan approval and disbursement, loans monitoring and recovery ○ Providing expert advice in contract management/ procurement related aspects; Assistance during internal as well as statutory audits
Deputy Team Leader- Accounts	1	ACA	<ul style="list-style-type: none"> <li>○ At least 3 years of post-qualification experience</li> <li>○ Experience in Accounting, Financial Management. Taxation etc.</li> <li>○ Should have proven record in conducting accounting &amp; financial management support consultancy</li> <li>○ Must have worked in at least 3 assignments in Government undertakings</li> <li>○ Should have proficiency in use of Tally software and/or other accounting</li> </ul>	<ul style="list-style-type: none"> <li>○ Responsible for supervising accounting &amp; financial management related activities</li> <li>○ Supervise accountants in implementation &amp; maintenance of accounting system.</li> <li>○ Responsible for Payroll Management &amp; Tax Computation</li> <li>○ Responsible for annual budget &amp; forecasting</li> <li>○ Responsible for computerized accounting</li> </ul>
Accountant	4+5*	Semi Qualified CA	<ul style="list-style-type: none"> <li>○ At least 3 Years of working experience (including article ship) in Accounting</li> <li>○ Similar work experience in Government Projects</li> <li>○ Knowledge of MS Excel, computerized accounting</li> </ul>	<ul style="list-style-type: none"> <li>○ Execution of service as provided time to time</li> </ul>

\*4 accountants will be stationed at Patna Location while one each will be stationed in Bodhgaya, Madhepura, Muzaffarpur, Mohania and Purnia at hotel offices of BSTDCL. BSTDCL has right to increase/ remove the no. of accountants as per requirement at any of the location in Bihar. Selected firm has to provide/ remove eligible additional staff at the rate quoted in financial proposal within 15 days of the requisition.

1. In addition to the qualification criteria provided above, staff should also be well versed in English and Hindi languages.

1 The team shall be deployed on an exclusive basis and shall be responsible for carrying out the complete Scope of Work under the RFP. All team members shall be stationed full time in the BSTDCL office during the entire contract period. The office timing, list of holidays, shall be as per BSTDC's terms and conditions.

2 The bidders are expected to visit BSTDCL office to understand its functions, future plans, activities involved in performing day to day activities. This will facilitate the bidder in understanding the role and expectations from chartered accountant firm and the same shall be kept in mind while proposing the team for these services.

3 BSTDCL will provide the required office space to the team. However, the team shall arrange for their boarding & lodging, travels etc. on their own cost.

4 If any staff found to be indulging in fraud/ corruption or not performing during the contract period, BSTDCL shall have the right to discontinue his services and the Firm shall provide replacement with equal or more qualified personnel within a period of 15 days. This shall also apply in case any of the team members resign/leave the Firm.

Please note that above requirement is minimum requirement for the assignment and team mentioned above will be stationed full time during the project (In both phases). If consultant feels that additional staff will be required in phase 1, he may do so by deputing additional staff. However for evaluation purpose, CV of only above team member is required to submit. If any firm submit extra CV from minimum requirement

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*as mentioned above, BSTDCL has choice to remove extra CV from evaluation process as per their choice. BSTDCL may reduce/ increase the staff if found appropriate to do so, any time during the tenure of Phase-2.*

**1.4 Payment Schedule**

Firms are required to quote their fees separately for two phases. For phase 1 payment will be deliverable based. While for phase 2 consolidated monthly fees will be paid towards outputs and deliverables as mentioned in Terms of Reference. Payment schedule is described as below:

**1.4.1 Phase 1:** firm will quote a lump sum fees for entire phase i.e. from the commencement of work till Sep, 2015. Payment will be made as under

S.N.	Deliverables	Payment terms
1	Inception report	5% of fees agreed for Phase-1
2	Road map for computerisation of accounting process	5% of fees agreed for Phase-1
3	Selection of suitable software (Please note cost of software will be paid separately by BSTDCL based on recommendation.)	5% of fees agreed for Phase-1
4	BSTDC's finance and accounts module	10% of fees agreed for Phase-1
5	BSTDC's HR manual	10% of fees agreed for Phase-1
6	BSTDC's procurement manual	10% of fees agreed for Phase-1
7	Software Manual	10% of fees agreed for Phase-1
8	Opening Balance Sheet as on 01/04/2012	5% of fees agreed for Phase-1
9	Financial Statement for the year 2012-13	10% of fees agreed for Phase-1
10	Financial Statement for the year 2013-14	10% of fees agreed for Phase-1
11	Financial statement for the year 2014-15	10% of fees agreed for Phase-1
12	Format of MIS report	10% of fees agreed for Phase-1

**1.4.2 Phase 2:** Consolidated monthly fees will be paid against time sheet and deliverable as agreed in ToR will be submitted for a period of 24 months (i.e. from Oct, 2015 to Sep, 2017).

**1.4.3 Payment Terms**

The payment shall be made against the services provided by the team members subject to the following terms and conditions:

- I . The payment during the entire contract period shall be made in accordance with the financial proposal submitted by the selected bidder and shall remain valid till the completion of the contract period. No price variation should be asked for increase in manpower cost or any other cost during the contract period.
- II . If BSTDCL finds that any of the team member is absent for more than 10 days continuously without taking prior approval from BSTDCL, then 50% of the Man Month rate quoted in the commercial bid against the absent member shall be deducted from the monthly fee.
- III . The Firm shall submit time sheet of each of the team members deployed on a monthly basis.
- IV . Any additional expenses incurred for the activities/travel performed by the team members on official duty, incurred as per BSTDCL rules and duly certified by the BSTDCL, shall be reimbursed on submission of actual bills.
- V . The BSTDCL may make the payment to the agency for all the deployed professionals; on receipt of time sheet approved by the Managing Director, BSTDCL or any representative (s) authorized by him .

### **III. INSTRUCTIONS TO BIDDER**

#### **1.1. Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued:

##### **Request for Proposal**

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

##### **Appendices**

###### **Appendix – I: Technical Proposal**

- Form 1 : Letter of Proposal
- Form 2 : Profile of the firm
- Form 3 : Experience in Similar Services
- Form 4 : Technical approach and methodology
- Form 5 : Detailed profile of proposed team member
- Form 6 : Firm's professional income

###### **Appendix – II: Financial Proposal**

- Form 1 : Covering Letter
- Form 2 : Financial Proposal
- Form 3 : Estimate of Personnel Costs

#### **1.2. Number of Proposals**

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

#### **1.3. Language**

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

#### **1.4. Cost of Proposal**

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

#### **1.5. Visit to the Authority and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

#### **1.6. Acknowledgement by Applicant**

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred above;

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- d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

**1.7. Right to reject any or all Proposals**

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

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

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

**1.8. Clarifications**

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

**“Queries/Request for Additional Information concerning RFP for Appointment of Chartered Accountant Firm for initiating accounting reforms and implementing efficient Financial Management & Technical Support in all units in BSTDC”.**

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

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

**1.9. Amendment of RFP**

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail. The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

**1.10. Conflict of Interest**

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BSTDC shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the BSTDC and not by

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way of penalty for, inter alia, the time, cost and effort of the BSTDCL, including consideration of such Applicant's Application (the "Damages"), without prejudice to any other right or remedy that may be available to BSTDCL under the agreement or otherwise. The shortlisted Firm shall not be allowed to bid for any Audit related assignments with BSTDCL during the contract period of 3 years.

### **1.11. Performance Security**

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

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

- a) If an Applicant engages in any of the Prohibited Practices
- b) if the Applicant is found to have a Conflict of Interest ; and
- c) if the selected Applicant commits a breach of the Agreement.

### **Preparation and submission of proposal**

#### **1.12. Format and signing of Proposal**

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

The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

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

Applicants should note the PDD, as specified in, for submission of Proposals.

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

#### **1.13. Technical Proposal**

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

- a. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b. power of attorney, if applicable, is executed as per Applicable Laws;
- c. CVs of all Key Personnel have been included;

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- d. Key Personnel have been proposed only if they meet the Conditions of Eligibility
- e. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- g. Key Personnel proposed have good working knowledge of English language;
- h. Key Personnel would be available for the period indicated in the TOR;
- i. no Key Personnel should have attained the age of 75 years at the time of submitting the proposal

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

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

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

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

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

**1.14. Financial Proposal**

Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating “**Financial Proposal for Selection of Chartered Accountants Firm for initiating accounting reforms and Implementing efficient Financial Management & Technical Support in all units of BSTDCL**” (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

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

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



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responsive and liable to be rejected.

- i. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- ii. BSTDCL will provide office space and facilities e.g. communication, printing, stationery, travel, etc.
- iii. Travel and boarding expenses for any visit required for the purposes of the project e.g. site visit, meetings, etc. will have to be reimbursed by BSTDCL as per applicable norms.
- iv. Costs (including break down of costs) shall be expressed in INR.

### **1.15. Submission of Proposal**

The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Selection of Chartered Accountant Firm for **initiating accounting reforms and implementing efficient Financial Management & Technical Support in all units of BSTDCL** and the name and address of the Applicant. It shall bear on top, the following:

**“Do not open, except in presence of the Authorized Person of the Authority”**

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain the Application in the prescribed format (Form 1 of Appendix-I) long with Forms of Appendix-I and supporting documents.

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

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

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

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

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**1.16. Proposal Due Date**

Proposal should be submitted before 15:00 hrs on the PDD specified at the address provided in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

The Authority may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

**1.17. Late Proposals**

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

**1.18. Modification/ substitution/ withdrawal of Proposals**

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

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

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

## **IV. EVALUATION OF PROPOSAL AND APPOINTMENT OF CONSULTANT**

### **1.1. Evaluation of Proposals**

The Authority shall open the Proposals at 16:30 hours on the PDD in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

Proposals for which a notice of withdrawal has been submitted shall not be opened.

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. the Technical Proposal is received in the form specified at Appendix-I;
- b. it is received by the PDD including any extension thereof;
- c. it is signed, sealed, bound together in hard cover and marked as specified;
- d. it is accompanied by the Power of Attorney
- e. it contains all the information (complete in all respects) as requested in the RFP;
- f. it does not contain any condition or qualification; and
- g. it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in Section III of this RFP.

After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses specified in selection process.

Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the CONSULTANCY Services is subsequently awarded to it.

### **1.2. Confidentiality**

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

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**1.3. Clarifications**

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

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

**1.4. Evaluation of Technical Proposals**

Technical proposals of all the firms which meet the basic requirements (i.e. timely submission, bid security, sealing of application, Pass/ Fail criteria etc.) would be taken up for detailed evaluation as per the technical bid evaluation criteria. All firms scoring **70 or above marks** would be technically qualified and would only move into the next stage of Financial evaluation. The Applications shall be first evaluated on the basic requirements parameters. Those Applicants, who meet the basic requirements, shall be evaluated further as part of Technical Evaluation. Detailed evaluation of the proposals shall be undertaken for those Firms which qualify the above basic requirements

1.4.1. The scoring criteria to be used for evaluation shall be as follows.

**Detailed Evaluation**

S.N.	Parameters	Max Marks
1	➤ Firm's existence in years after its registration: 10 years – 15 years: 70% 15 years – 20 years: 85% > 20 years: 100%	10
	➤ Average Annual Income of the Firm (in the last 3 financial years ) ended on March 31st, 2014: Rs. 2 crores – Rs. 3 crores: 70% Rs. 3 crores – Rs. 5 crores: 85% > Rs. 5 crores: 100%	10
	➤ Firm's experience in handling accounting and financial management services of at least 1 Project in Infrastructure Sector [Documentary proof/ work orders/client certificates/ completion certificates to be submitted] Firm's experience in preparing accounting/ finance manual of at least 1 company in hospitality sector having turnover of more than 100 crores.	5
	➤ Firm experience in handling accounting and financial management services of at least 3 Public Sector Undertaking or Government Organisation [Documentary proof/ work orders/client certificates/ completion certificates to be submitted]: 3- 5 projects: 70% 5 – 10 Projects: 85% More than 10 Projects: 100%	5
2	Approach & methodology for each of the major task assigned Weightage to be applied for marking : a) Understanding of Objective under each task - 40% b) Strategy for executing work assigned under each task – 60%	20
3	Key experts qualifications & competence Team Leader – 15 marks Deputy Team Leaders – 6 marks each Accountant- 2 marks each Weightages to be applied for marking: General qualification- 20% Relevant Experience- 40% Experience in government sector (accounting and financial management)- 40%	45
	Total Score	100

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### **1.5. Short-listing of Applicants**

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

### **1.6. Evaluation of Financial Proposal**

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. The financial proposal of only such Applicants will be opened who obtain minimum qualifying 70 or above Marks prescribed. Out of the technically qualified applicants, the final selection shall be based on Quality cum Cost based selection (QCBS) method. The detailed contents of each Financial Proposal will be subsequently reviewed. The evaluated total price (ETP) for each Financial Proposal will be determined. The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:-  $Sf = 1,000 \times Fm/F$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the ETP of the lowest priced Financial Proposal

F is the ETP of the Financial Proposal under consideration

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

### **1.7. Combined and Final Evaluation**

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

### **1.8. Negotiations**

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the firm under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

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

### **1.9. Substitution of Key Personnel**

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

### **1.10. Indemnity**

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

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**1.11. Award of Contract**

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

**1.12. Commencement of Assignment**

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

**1.13. Proprietary data**

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

**1.14. Performance Security**

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

## **V. FRAUD AND CORRUPT PRACTICES**

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the BSTDCL may reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process.
2. Without prejudice to the rights of the BSTDCL hereinabove , if the Applicant is found by BSTDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any RFP issued by BSTDCL during a period of 2 (two) years from the date such Applicant is found by BSTDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
  - 2.1. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
    - (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
    - b. “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
    - (b) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
    - (c) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
    - (d) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **6. PRE-PROPOSAL CONFERENCE**

1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **7 MISCELLANEOUS**

- 1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
  - 1.1 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
    - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
    - b. consult with any Applicant in order to receive clarification or further information;
    - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
    - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
  - 2 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
  - 3 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
    - 3.1 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
    - 3.2 **Dispute Resolution Procedure**

Amicable Settlement

In the event that any dispute, controversy or claim arises among the Parties in connection with or under the Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, the Company and the Operator shall appoint one representative each, who is not involved in the day-to-day operations relating to the Project to meet promptly in an effort to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation



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and negotiation between the representatives. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultative process.

### Arbitration

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

**Place of Arbitration:** The place of arbitration shall be Patna but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

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

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

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

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

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

**Survival:** The dispute resolution provisions contained shall survive the termination of the CONSULTANCY Agreement.

### **3.3 Limitation of Liability**

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

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**APPENDIX-I**

**Form Tech - I: Technical Proposal Covering Letter**

**FORM TECH I**

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

[Location, Date]

To

**The Managing Director,**  
Bihar State Tourism Development Corporation Limited

Dear Sir,

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

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

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

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

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

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

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**Form Tech - II: Profile of the Firm**

**FORM TECH II**

[Provide here a brief description of the background and organization of your firm/entity for this Assignment/job. The brief description should include both functional and sectoral experiences of the bidders. **It should not exceed more than 6 pages.**]

**FORM TECH IIA:** Brief Description about background of the firm covering ownership details, date of incorporation, number of employees, geographical experiences etc. It must cover the following:

<b>Criteria</b>	<b>Firm's Strength</b>	<b>Supporting Documentation</b>
The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax (PAN number) and Service Tax Registration	<input type="checkbox"/> ICAI Registration – [Yes/ NO] <input type="checkbox"/> Income Tax PAN number – [Yes/ NO] <input type="checkbox"/> Service Tax Registration – [Yes/ NO]	Provide all Certificates of Registration
The Firm should have been in operation for at least 10 years after its registration	<input type="checkbox"/> Year of Registration/ start of Operations .....	Provide necessary evidences
The Firm should have at least Ten (10) partners and at least five (5) of them must be Fellow Chartered Accountants	<input type="checkbox"/> Number of Partners..... <input type="checkbox"/> Number of FCA Partners.....	Provide necessary detail and undertaking for the same
The Firm should be empanelled with Comptroller and Auditor General of India (C&AG) of India	<input type="checkbox"/> Empanelled with C&AG – [Yes/ NO]	Provide necessary detail and undertaking for the same
Average Annual Income (i.e. Average Gross Professional Fees earned during the 3 years) of the Firm in the last 3 financial years ending on March 31st, 2014 must be equal to or more than Rs. 2 Crore.	<input type="checkbox"/> Average Annual Income (i.e. Average Gross Professional Fees earned during the 3 years) of the Firm in the last 3 financial years ending on March 31st, 2014 is Rs. .... (Rs. ....in words)	Provide copies of audited Financial Statements for all the 3 years and a certificate of average annual income in the last 3 financial years

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**Form Tech - III: Firm’s Experiences of Similar Services**

**Form Tech III (A) – Summary of Firm’s Experience**

1. Firm experience in handling accounting and financial management services of at least 3 Public Institution or Government Organisation

[Using the format below, provide the summary of information on each Assignment/job for which your firm was legally contracted for providing similar services (The firm shall specify exact assignment / job for which experience details may be submitted)]

S.N.	Name of Project	Name of Client & Sector	Nature of Project	Name and reference of supporting document produced

[Documentary proof/ work orders/client certificates/ completion certificates to be submitted]

2. Firm’s experience in handling accounting and financial management services of at least 1 Project in Infrastructure Sector [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].

S.N.	Name of Project	Name of Client & Sector	Nature of Project	Name and reference of supporting document produced

**Form Tech III (B) – Detailed description of Firm’s Experience**

[Using the format below, provide information on each Assignment/job for which your firm was legally contracted for providing similar services (Please specify exact assignment / job for which experience details may be submitted). **Each citation should not exceed more than 2 pages**].

Assignment Name:	Approx. value of the contract:
Country:	Duration of Assignment:
Location within Country:	Nature of the Assignment:
Name of Client/Sponsoring Authority:	Total No. of Staff-Months provided:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Senior Staff involved and functions performed:	
Address/Client Contact:	Approx. value of services provided by your firm:
Narrative Description of Assignment:	
Description of Actual Services Provided by Your Staff:	

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**Form Tech - IV: Technical Approach and Methodology**

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

**Form Tech - V: Format for Submission of CVs of Experts**

**Form Tech V (A) – Summary of Curriculum Vitae of Proposed Experts**

[Using the format below, provide the summary of curriculum vitae of the proposed team as per para 2.7 of chapter 2 ]

S. N.	Name of Experts	Proposed position	Employment type	Basic Qualifications	No. of years of relevant Experience	Area of expertise	No of assignments in Government Associations

**Form Tech V (B) - Detailed Curriculum Vitae of proposed experts**

[Using the format below, provide the detailed description of the curriculum vitae of the proposed Team as per para 2.7 of chapter 2]

**1. PROPOSED POSITION**

**2. NAME OF FIRM**

**3. NAME OF EXPERT**

**4. DATE OF BIRTH**

**CITIZENSHIP**

**5. EDUCATION**

Degree Obtained	Name of Institute	Year

**6. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**

**7. OTHER TRAININGS**

**8. COUNTRIES OF WORK EXPERIENCE**

**9. LANGUAGES**

**10. EMPLOYMENT RECORD**

From	To	Employer	Position held

**11. DETAILED TASK ASSIGNED**

**12. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED**

**(Add project experience against your eligibility criteria)**

**Project Name:**

**Year:**

**Location:**

**Client:**

**Main project features: Positions held: Activities performed:**

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**13. CERTIFICATION**

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I, the undersigned, certify to the best of my knowledge and belief–

1. This CV correctly describes my qualifications and my experience
2. I am not employed by the Executing or the Implementing Agency
3. I am willing to work full time at BSTDCL office as a part of proposed team
4. I will not provide any other consultancy services to BSTDCL during the contract period

\_\_\_\_\_ **Date:** \_\_\_\_\_

[Signature of expert or authorized representative of the firm] Full name of authorized representative:

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**Form Tech - VI: Firm's Professional Income**

[Using the format below, provide the firm's Average Annual Income in the last 3 financial years ended on 31st March 2014.]

<b>Particulars</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Average Annual Income</b>
Annual Income* (in Rs. Crores)				

\*i.e. Gross Professional Fees earned during the year

The Applicants are required to attach Auditor's Certificate certifying their Annual Income(s). No marks will be awarded to the applicants for this criterion, in case the auditor's certificate is not submitted along with the proposal.

**APPENDIX-II**

**Fin 1 - Financial Proposal Covering Letter**

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

To,

**The Managing Director,**  
Bihar State Tourism Development Corporation Limited

Dear Sir,

We, the undersigned, offer to provide “**Accounting and financial Management Services at BSTDCL**” in accordance with your Request for Proposal [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures1*] is fee for the services to be provided. This amount is inclusive of Service Tax.

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

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

Thanking you,

Sincerely,

Authorised Signature [In full]:

Name and Title of Signatory:

Name of Firm:



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**Fin 2- Summary of Costs**

S.N.	Description of Services	Fees	
		Rs. (in figures)	Rs.( in words )
1	Fees for deliverables mentioned in phase-1 (Period from commencement of work to Sep, 2015) <i>Please note that cost of software will be paid by BSTDCL separately as per recommendation</i>		
2	Fees for deliverables mentioned in phase-2 (Total Period- 24 Months)		
3	Add: Service tax as per prevailing rates		
4	<b>Total fees</b>		

**Fin 3- Man Month rates**

Man-month rate for the proposed accounting & financial management team including support staff shall be as under. We, the undersigned, offer to provide the additional resources for accounting & financial management team, if required by BSTDCL on the same terms and conditions during the contract period. We understand that this rate shall not be part of our financial offer provided in the above table.

Position	Man Month Rate (Rs.)		Man Month Rate (In Words)	
	Per Person	Total	Per Person	Total
Accounting & Financial Management Expert- FCA (Team Leader)				
Accounting & Financial Management Expert- CA (Deputy Team Leader)				
Accountants (4+5*)Nos.				
<b>Total</b>				

\*4 accountants will be stationed at Patna Location while one each will be stationed in Bodhgaya, Madhepura, Muzaffarpur, Mohania and Purnia at hotel offices of BSTDCL. BSTDCL has right to increase/ remove the no. of accountants as per requirement at any of the location in Bihar. Selected firm has to provide/ remove eligible additional staff at the rate quoted in financial proposal within 15 days of the requisition.