

Revised Request for Proposal

For

**Selection of CA Firm for providing Account  
Management Services to CGMFPFED**

**Issued By:**

**MD, Chhattisgarh Minor Forest Produce Cooperative  
Federation Limited, Van Dhan Bhawan, Nava  
Raipur, Atal Nagar, Chhattisgarh**

**Revised RFP for Selection of CA Firm for Providing Account Management Services to  
CGMFPFED**

## **Press Note**



**Chhattisgarh State Minor Forest Produce (T&D)  
Co-operative Federation Limited**

"Van Dhan Bhawan", Sector - 24, Nava Raipur Atal Nagar  
Tel.: 0771-2513100-110, E-mail: mfpfed.cg@nic.in, Website: www.cgmfpfed.org

No./MFP/Fed/Audit/2023/I, Raipur,

Dated:06-02-2024

**Request for Proposal (RFP) for selection of CA Firm for providing Account Management  
Services to CGMFPFED**

Proposals are invited from eligible Chartered Accountant Firms for providing Account Management Services to CGMFPFED

Bids can be submitted on the dates mentioned in table below till 3:00 PM and the tenders will be opened online from 3:15 PM on the mentioned in table below.

<b>Bid Round</b>	<b>Date from which EOI can be downloaded from website</b>	<b>Last Date of Submission of Tender</b>	<b>Date of Opening of Technical Bid</b>
First	08.02.2024	06.03.2024	06.03.2024
Second	11.03.2024	27.03.2024	27.03.2024
Third	01.04.2024	08.04.2024	08.04.2024

The eligibility criteria, terms and conditions and other details are set out in the EOI document which can be downloaded from the website [www.cgmfpfed.org](http://www.cgmfpfed.org). Modification / Amendment / Corrigendum to the Tender document, if any, shall be uploaded on the website only.

**Managing Director**

### **Important Dates**

<b>2.</b>	<b>Last Date of Submission of Bid</b>	06-03-2024 by 3:00 Pm
<b>3.</b>	<b>Date of Opening of Technical Bid</b>	06-03-2024 by 3:15 Pm

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**DISCLAIMER**

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the **Federation** or any of their employees or advisers, is provided to Bidders 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 Chhattisgarh State Minor Forest Produce Cooperative Federation Limited, Van Dhan Bhawan, Nava Raipur, Atal Nagar, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Federation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Federation, its employees, or advisers to consider the objectives, technical expertise 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 Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Federation, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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, reliability or completeness 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 in this Selection Process.

The Federation also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Federation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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The issue of this RFP does not imply that the Federation is bound to select Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Federation reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Federation, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Federation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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**IMPORTANT INFORMATION**

1.	Name of the project	Request for Proposal for Selection of CA Firm for providing Account Management Services to CGMFPFED
2.	RFP issued by	<b>Managing Director</b> , Chhattisgarh State Minor Forest Produce (Trading and Development) Co-operative Federation Limited
3.	Date of issue of RFP	<b>06.02.2024</b>
4.	Period of Contract	The period of contract will be for 2 years initially from the date of signing of Agreement which may be extended for a further period of Two Years provided that the services are found satisfactory
5.	Cost of RFP Documents	INR. 5900.00 (Including GST) in form of DD drawn in the favor of “ <b>Managing Director, Chhattisgarh State Minor Forest Produce Co-operative Federation Limited</b> ” of any scheduled bank, payable at Raipur, Chhattisgarh
6.	Earnest Money Deposit	INR. 1,00,000.00 (One Lakh Only) in the form of DD drawn in the favour of “ <b>Managing Director</b> ” <b>Chhattisgarh State Minor Forest Produce Co-operative Federation Limited</b> , of any scheduled bank, payable at Raipur, Chhattisgarh
7.	Last date and time of Submission of bid	<b>06.03.2024 by 3:00 Pm</b>
8.	Opening of Technical Bid	<b>06.03.2024 by 3:15 Pm</b>
9.	Opening of Financial Bid	Time & Date will be intimated later
10.	Selection Method	<b>Quality Cum Cost Based Selection (QCBS)</b>
11.	Place of obtaining RFP Documents	The tender can be downloaded from website of CGMFPFED Website URL: <a href="https://www.cgmfpfed.org/">https://www.cgmfpfed.org/</a>
12.	Email for Correspondence	<a href="mailto:mfpfed.cg@nic.in">mfpfed.cg@nic.in</a> and <a href="mailto:cgmfpfed.vandhan@gmail.com">cgmfpfed.vandhan@gmail.com</a>

## **SECTION 1- INTRODUCTION AND OBJECTIVE**

### **1. Introduction**

The state of Chhattisgarh is famous for its bountiful natural resources of forests and agricultural fields. More than 44 percent of the geographical area of the state is under forest cover. The forests of Chhattisgarh are rich in biodiversity because of favorable agro-climatic conditions like good rainfall and comparatively less biotic interference. Out of the total forest cover of 44%, around 25% area of the state is covered by Mixed Forests which are very rich in biodiversity and the remaining area is covered by Sal and Teak Forests which are also fairly rich in biodiversity status.

Many medicinal and non-medicinal varieties of trees and plants of various kinds are found in abundance in the state of Chhattisgarh. The Chhattisgarh State Medicinal Plant Board, in its survey, has identified occurrence of around 2,021 medicinal and aromatic plants (MAPs) in the state. Sal Seed, Harra, Aonla, Van Tulsi, Bel Pulp, Dhawai Flower etc. are some of the varieties of medicinal plants found in the forests of Chhattisgarh. These medicinal plants and herbs have been used by the ancient Indian Medical System for years to promote health maintenance as well as diagnose and treat various diseases. Further many varieties of other commercially important plants like Imli, Chironji, Mahua Flower, Lac etc. which are used in various cuisines, drinks, candies etc are also available.

With an aim to promote the cultivation, collection and marketing of these forest produces the state government has promoted Chhattisgarh State Minor Forest Produce (Trading & Development) Cooperative Federation Limited (CGMFPFED). It has been formed to implement the objectives of Chhattisgarh State Forest Policy, 2001 i.e., to promote trade and development of Minor Forest Produce or MFP, in the interest of MFP gatherers on co-operative pattern.

The federation is presently engaged in the activities of trading and marketing of Tendu Patta, Sal Seed and other Minor Forest produce as an agent of Chhattisgarh Govt. Its overall object of the Federation is to protect the interest of Tribal/Villagers etc. who are engaged in the collection of Tendu Patta, Sal Seed, Harra, Kullu Gond etc. and therefore the federation has to function as an agency of the Govt. of C.G. to dispose off function on behalf of them.

Therefore, the Federation does the function of Collection, primary processing, preservation, sale of nationalized produces and distribution of income generated from these activities to gatherer families through many Socio-economic welfare schemes such as free footwear distribution, Scholarship schemes for education of their children, Insurance schemes for the members of Tendu leaves gatherers.

It is also engaged in the collection and trade of Non-Specified MSP's (including medicinal and aromatic plants)

## SECTION 2- SCOPE OF WORK

### 2. Scope of Work

The Scope of work shall relate to “Accounting System of CGMFPFED” and shall comprise of the followings:

#### Accounting, Finance, Tax Compliance & other works

- Total compliance of all the District Union’s financial accounts with respect to their accounting entries, tax compliance (Direct and Indirect Tax), and other regulatory compliance including its Mart/Sanjeevani related transactions.
- To assist the Federation during audit purpose with their statutory auditor/CAG Auditor.
- The assist Federation in audits conducted by the various Departments.
- To assist the Federation in reviewing their control with regards to GST, TDS, TCS & any other compliance.
- Preparation of estimated / projected cash flow on periodical basis to ascertain the present /projected project funds requirement / surplus.
- Monitoring on monthly basis the financial aspects of the proposed project with respect to investment, repayment etc.
- Advisory services on the financial aspects of Federation.
- To provide-assistance with the changes in law applicable to the Federation.
- Submission of district union wise monthly reporting of the Accounting/ Financial performance of the Federation.
- Any other work assigned by Managing Director/Additional Managing Director/Manager Accounts/ Deputy Manager Audit

#### 2.1 Key Personnel

The CA Firm’s onsite team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

S. no	Key Personnel	Experience	Responsibilities
1.	Chartered Accountant-cum-Team Leader (the “Financial Expert”)	Minimum 3 Year of Post Qualification experience.	He will lead, co-ordinate and supervise the Team for delivering the Monthly Report, Coordination, Compliances & other responsibility as delegated by the federation.



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2.	Associate Consultants and support staff	Minimum 2 years of experience post qualification of B.Com.	3 (Tentative) support staff who will be assisting the Financial Expert as may be necessary.
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**\*Kindly note support staff can be increased if required for the compliance of scope of work.**

## SECTION 3- MINIMUM ELIGIBILITY CRITERIA

### 3. Minimum Eligibility Criteria

- a) The Authority wishes to receive Bids in order to select experienced and capable CA Firms for the Project. The price bids (Financial Bid/Proposal) of the Bidders fulfilling the pre-qualification criteria shall be subsequently evaluated.
- b) The Applicant must be a single entity (any kind of consortium is not allowed), and Company registered in India under Company Act or Partnership Firm incorporated & registered in India under Partnership Act 1932 or Limited Liability Partnership Act 2008

#### 3.1 Technical Qualification Criteria

##### A) Technical Capacity

- 1) The firm head office should be in Chhattisgarh. And the firm should have been practicing for a period of 5 Years or more in Chhattisgarh.
- 2) The firm should be categorized as category 1 (As per RBI Panel of Statutory Auditors)
- 3) The firm should have at least 2 FCA partners.
- 4) The firm should be empaneled with comptroller & auditor general of India for FY 22-23
- 5) The firm should be empaneled with The Registrar-Cooperative Societies, Chhattisgarh
- 6) The firm should have at least 2 full-time CA paid assistant registered with ICAI.

##### B) Financial Capacity

- 1) The firm shall have minimum annual average turnover of INR 1 Cr in the last three financial years i.e., 2020-21, 2021-22, and 2022-23

## **SECTION 4- INSTRUCTION TO THE BIDDERS**

### **4. Instruction to the Bidders**

#### **4.1 General**

1. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their own conclusions about the operation, maintenance, management requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
2. All information supplied by Bidder may be treated as contractually binding on the Bidder, on successful award of the assignment by the Federation on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Federation. Any notification of preferred Bidder status by Federation shall not give rise to any enforceable rights by The Bidder. Federation may cancel this RFP at any time, prior to being executed, by or on behalf of Federation.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
5. The Federation intends to adopt Quality cum Cost Based Selection (QCBS) bidding process for the **"Selection of CA Firm for Providing Account Management Services to CGMFPFED"**
6. The proposal will be evaluated on the basis of the evaluation criteria set out in the RFP document.
7. Federation with its own initiative or in response to clarifications, requested by any Bidder, modify the RFP document, by issuance of addenda / amendment / corrigendum, by uploading the same in its website.
8. The proposal shall remain valid for a period of 180 days from the date of the opening of RFP (Proposal Validity Period). Federation reserves the right to reject any proposal, which does not meet this requirement.
9. Each Bidder shall submit maximum of one (1) proposal for the assignment, in response to this RFP document. Any Bidder who submits more than one proposal for the assignment shall be disqualified.

#### **4.2 Deleted**

#### **4.3 RFP Processing Fees (Cost of RFP)**

The Bidder needs to pay **INR 5900/- (Including GST) for document processing (Nonrefundable)** through Demand Draft in favor of Managing Director, C.G. State Minor Forest Produce Cooperative Federation Limited, of any scheduled bank, payable at Raipur, Chhattisgarh. **The demand draft of Rs 5900/ should be submitted along with the bid.**

#### **4.4 Earnest Money Deposit (EMD)**

The Bidder must necessarily submit EMD of **INR 1,00,000/- (One Lakh Only)** through Demand Draft in the form of a Demand Draft in favor of Managing Director, C.G State Minor Forest Produce Cooperative Federation Limited of any scheduled bank, payable at Raipur, Chhattisgarh.

EMD of all unsuccessful Bidder would be refunded without interest by Federation on finalization of the Operator in all respects by the successful bidder.

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**4.4.1 The EMD may be forfeited:**

- i. If a Bidder withdraws its bid during the period of bid validity.
- ii. If successful Bidder fails to sign the contract in accordance with this RFP.
- iii. For the stage after signing of License Agreement - The cancellation shall be governed as per Agreement.

**4.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per **Annexure 4** mentioned in this RFP.

**4.6 Submission of Proposal**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Federation to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Federation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**4.7 Details of Submissions**

**(i) Part I Submission (Technical Proposal) {ENVELOPE 1}**

- a. Checklist of documents duly filled as per **Annexure 1**
- b. Proposal covering letter in the format set out in **Annexure-2**.
- c. Declaration in the format set out in **Annexure-3A**.
- d. Profile of the firm in the format set out in **Annexure – 4** along with all the supporting documents
- e. Applicant information in the format set out in **Annexure - 5**
- f. Technical Capacity as per format set out in **Annexure- 6, Annexure - 6A and Annexure - 6B** along with all the required supporting documents
- g. Financial Capacity as per format set out in **Annexure- 7** along with all the supporting documents
- h. Power of Attorney as per **Annexure-8**, authorizing the signatory of the Proposal to submit the proposal on a non judicial stamp paper of Rs 100/-
- i. Attach CV of Key personnel As per format set out in Annexure – 9 meeting the requirement set forth in clause 2.1 of Section 2- Scope of Work
- j. Tender documents (RFP and Draft Agreement) stamped and initialed by the Authorised signatory
- k. Earnest Money Deposit in the manner described in **clause 4.4 of the Tender document**
- l. Nonrefundable processing fee of Rs. 5900/- (Including GST) in the form of a Demand Draft in favor of Managing Director, C.G State Minor Forest Produce Cooperative Federation Limited of any scheduled bank, payable at Raipur, Chhattisgarh.

**(ii) 'Part II Submission {ENVELOPE 2}**

- a. Financial proposal in the format as set out in **Annexure-10**.

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- b. The Financial Proposal shall be quoted as the Professional Fee for providing “**Account Management Services to CGMFPFED**”

**(iii) Sealing and Marking of Proposal**

- I. The Bidder shall seal the Part I Submission (**Envelope 1**) and the Part-II Submission (**Envelope 2**) separately in two envelopes, duly marking the envelopes as “**PART-I SUBMISSION (Technical Proposal)**” and “**PART-II SUBMISSION (Financial Proposal)**” These envelopes shall then be sealed in a single outer envelope (**Envelope 3**).
- II. The Physical Proposal shall be typed or written in indelible ink and each page shall be initialed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- III. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a. Name and Address of Bidder
  - b. Contact person and phone numbers
  - c. Name of Project: " **RFP for selection of CA Firm for Providing Account Management services to CGMFPFED**"
- IV. All envelopes shall be addressed to:

**The Managing Director (MD)**  
**C.G State Minor Forest Produce Fed.**  
**Van Dhan Bhawan, Sector -24,**  
**Atal Nagar Nava Raipur,**  
**Chhattisgarh**  
**Phone +91 - 91 771 2513100**  
**Fax No.: +91 771 2513111**  
**E-mail: [mfpfed.cg@nic.in](mailto:mfpfed.cg@nic.in)**

If any envelope is not sealed and marked as instructed above, Federation. assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of Federation., be rejected.
- V. The Bidder is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- VI. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
  - a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
  - b. received all such relevant information as it has requested from Federation; and
  - c. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
  - d. Federation shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

**4.8 Proposal Due Date/Bid Due Dates**

- I. Proposals should be submitted before **3:00 PM on Proposal Due Date** as indicated in the **Schedule of Bidding Process**, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- II. Federation. may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

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### **4.9 Opening of Proposals and clarifications**

- I. The State MD, Chhattisgarh Minor Forest Produce Cooperative Federation Limited, or any officer authorized by him shall open the **Part I Submission of the Proposals** on the Proposal Due Date for the purpose of evaluation.
- II. Federation reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- III. To facilitate evaluation of Proposals, Federation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

### **4.10 RFP validity**

The offer submitted by the Bidder should be valid for minimum period of 180 days from the date of opening of RFP

### **4.11 Modification and Withdrawal of Bids**

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Federation. After the last date for receipt of bids, no modification of bids shall be allowed nor is allowed to submit more than one (1) bid.

### **4.12 Failure to agree with Terms and Conditions of the RFP**

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Federation may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the BG of the most responsive Bidder.

### **4.13 Conflict of Interest**

#### **4.13.1 Conflict of Interest and Disqualification**

A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD or Performance Security

amount as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

- i. “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the

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Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or"

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Tender of either or each of the other Bidders; or
  - vi. Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 4.13.2 A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the NOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Successful Bidder or Licensee, as the case may be, after issue of the NoA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the EMD or , as the case may be, which the Authority may have thereunder or otherwise, the NoA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Licensee for the same.

### **4.14 Confidentiality**

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.

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- b. The Bidder shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

**4.15 Fraud and Corrupt Practices**

- a. The Bidder 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 Federation shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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. In such an event, the Federation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Federation for, inter alia, time, cost, and effort of the Federation, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the Federation under Clause above and the rights and remedies which the Federation may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Federation 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 Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the Federation during a period of two (2) years from the date such Bidder , as the case may be, is found by the Federation to have directly 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

**"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 Federation who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol 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 Federation, shall



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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 Lol 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 Lol or the Agreement, who at any time has been or is a legal, financial or technical IT firms of the Federation in relation to any matter concerning the Project;

**“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

**“Undesirable practice”** means

- i. establishing contact with any person connected with or employed or engaged by Federation with the objective of canvassing,
- ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- iii. having a Conflict of Interest; and

**“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **SECTION 5 – EVALUATION OF BIDS**

### **5. Evaluation of Bids**

#### **a. RFP Evaluation Process**

1. The Federation will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
2. The Proposal Evaluation Committee constituted by the Federation shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
3. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
4. The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
5. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **b. RFP Evaluation**

1. Quality cum Cost Based Selection (QCBS) system shall be adopted for selection of Service Provider. As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. **The Part I (Technical Proposal) Submission would be considered to be responsive if it meets the following conditions:**
  - a. it is received by the Proposal Due Date including any extension thereof.
  - b. it is signed, sealed and marked as stipulated in the RFP document.
  - c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
  - d. it contains information in formats specified in this RFP.
  - e. there are no inconsistencies between the Proposal and the supporting documents.
2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
  - a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
  - b. which limits in any substantial way, the Federation rights or the Bidder's obligations under the Agreement, or
  - c. which would unfairly affect the competitive position of other Bidders presenting substantially responsive Proposals.

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### 5.1 Technical Evaluation

RFP Evaluation Committee will evaluate the **Technical Proposals of the Bidder as per the section 3 “Minimum Eligibility Criteria”**. The Method of Selection shall be Quality cum Cost Based Selection (QCBS). Bidders qualifying the pre-qualification criteria (Section 3 “Minimum Eligibility Criteria”) and obtaining 70 Marks and above score in Technical evaluation as per Clause **5.2** shall be eligible for financial bid opening. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender document and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

S.n o	Criteria	Description	Total Marks	Supporting documents required to be submitted
1	Years of Experience	Total Years of Experience <ul style="list-style-type: none"> <li>• More than 15 Years: 15 marks</li> <li>• More than 10 years and up to 15 Years: 10 marks</li> <li>• More than 5 Years and up to 10 Years- 5 Marks</li> </ul>	15	Firm registration certificate
2	Accounting Experience	Experience of Account Management Services in any Government organization/authorities/corporation /owned or controlled by Government in the last 10 years (*) <ul style="list-style-type: none"> <li>• More than 20 Assignments – 20 Marks</li> <li>• More than 10 and up to 20 Assignments- 10 Marks</li> <li>• Equal to 5 and up to 10 Assignments- 05 Marks</li> </ul>	20	Work Order/ Completion Certificate /Agreement executed between CA Firm and client with the professional fee
3	Audit Experience	Experience in Audit in any Government organization/ authorities/corporation/own ed or controlled by government in the last 10 years (*) <ul style="list-style-type: none"> <li>• More than 20 Assignments- 15 Marks</li> <li>• More than 10 and up to 20 Assignments-10 Marks</li> <li>• More than 5 and up to 10 Assignments- 5 Marks</li> </ul>	15	Work Order/ Completion Certificate /Agreement executed between CA Firm and client with the professional fee issued by client
4	GST Experience	GST work of Government organization/authorities/corporation/o wned or controlled by Government in the last 10 years (*) <ul style="list-style-type: none"> <li>• More than 20 Assignment- 15 Marks</li> <li>• More than 10 and up to 20 Assignments- 10 Marks</li> </ul>	15	Work Order/ Completion Certificate /Agreement executed between CA Firm and client with the professional fee/ Completion

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		<ul style="list-style-type: none"> <li>More than 5 and up to 10 Assignments- 5 Marks</li> </ul>		Certificate issued by client
5	Turnover	Average Annual Turnover of the entity during last 3 years <ul style="list-style-type: none"> <li>More than 2 Crore: 20 marks</li> <li>More than 1.5 Cr up to 2 Crore- 15 marks</li> <li>1 Cr – up to 1.5 Crore- 10 marks</li> </ul>	20	Annual Average Turnover certificate from CA having UDIN
6	Details of Proposed Methodology	A Power Point Presentation in front of approved panel appointed by the department for the proposed methodology/approach for providing service to Federation with specific reference to scope of work.	15	Hard copy and soft copy of the presentation to be provided to Federation at the time of proposal submission
<b>Total Marks</b>			100 Marks	
<b>Note:</b> <ol style="list-style-type: none"> <li>*For parameters S.no 2, 3 and 4 bidder should have received professional fee of INR 25,000/- for each assignment and the assignments should have been executed in the last 10 years preceding the bid due date, will be considered for the purpose of evaluation. For the assignments encompassing professional services comprising Accounting, Taxation and Goods and Services Tax (GST) shall qualify in all the categories mentioned above, provided, the professional fee of such assignment is more than INR 50,000/-</li> <li>The renewal/ extension of any ongoing assignment shall not be considered as a separate assignment.</li> <li>The reappointment of any assignment shall be considered as a new assignment. The Applicant shall furnish separate Work Order/ Agreement for each such reappointment.</li> </ol>				

**Illustration for Note 1 above:**

A single assignment for providing Accounting and GST services to Government organization/ authorities/corporation/owned or controlled by government is submitted by the applicant CA firm where the professional fee is INR 75000/- .In such case for the purpose of evaluation the submitted assignment with requisite supporting documents as per RFP shall be considered for both the criteria mentioned in clause reference 5.1 (2) and 5.1 (4) above.

**5.2 Technical Evaluation Criteria**

Bidder complying with all qualification criteria set out in **Section 3 “Minimum Eligibility Criteria”** will only be considered technically qualified and their technical bid will be evaluated further as per **clause 5.1** and financial bids of the bidders obtaining **70 Marks and above out of total allocated 100 Marks shall be opened.**

The Method of Selection shall be Quality cum Cost Based Selection (QCBS). The technical evaluation shall be given **weightage of 80% as described in 5.2 and 5.3** and the financial evaluation shall be given **weightage 20% as described in clause 5.4 and further Combine and Final Evaluation shall be done as described in 5.5**

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Federation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

### **5.3 Scoring Methodology: Technical Proposal**

- a) The total maximum point for evaluation of Technical Proposal is 100 numbers. Parameter and points are detailed below: -

**The bidders getting 70 Marks or more in Technical Evaluation clause 5.1 shall be eligible for financial bid opening**

### **5.4 Evaluation of Financial bid**

1. In the second stage, the financial evaluation will be carried as under.
  - a. Each financial proposal will be assigned a financial score (SF)
  - b. For financial evaluation, the total fee quoted in the Financial Proposal will be the scoring criteria
  - c. The Federation will determine whether the Financial Proposals are complete unqualified and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting total cost of services. Omission, of any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder.
  - d. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
$$SF = 100 \times (FM / F)$$

In Which SF is financial score

FM is the lowest price

F is the price quoted by the respective bidders

### **5.5 Combine and Final Evaluation**

The weightage given to the technical and financial proposals are TW = 0.80 and FW = 0.20 respectively.

- 5.5.1 Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
$$S = (ST \times TW) + (SF \times FW)$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and the Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 5.5.2 The Selected bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws or fails to comply with the requirements specified.

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- 5.5.3 In the event that two or more Bidders get the same scores (the "Tie Bidders"), the Bidder who has maximum number of account management assignments shall be identified as "Successful Bidder/Selected Bidder" by the Authority.
- 5.5.4 Selections of Bidders are entirely at the discretion of the CGMFPFED and CGMFPFED shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

**5.6 Award of Contract**

- a. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the Federation shall declare the Preferred Applicant as the Successful Applicant. The Federation will notify the Successful Applicant through a Work Order (WO) that its Proposal has been accepted.
- b. The Successful Applicant shall execute the Agreement within one month of the issue of Work Order (WO) or within such further time as the Federation may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the Work order and forfeiture of the EMD. In such an event, the Federation reserves the right to take any such measures as may be deemed fit in the sole discretion of the Federation, including annulment of the bidding process or subsequently giving opportunity to second highest scorer.
- c. Earnest money deposit (EMD) of INR 1,00,000/- in case of successful bidder will be converted as Security Deposit or performance security and will be held till the successful completion of contract. The Security Deposit shall be refundable after the completion of contract, subject to proper execution of the contract by the selected bidder. The Federation reserves the right to forfeit the security deposit in case the selected bidder is unable to perform as per the terms of the contract.
- d. The contract shall be awarded with the validity of 2 year from the date of signing of Contract/ Agreement. However, it can be further extendable for 2 years at 10% increase in price annually as per the discretion of federation.

**5.7 Notification of Award**

Prior to expiration of the period of bid validity, the Federation will notify the Bidder in writing, that their bid has been accepted.

## **PART I- TECHNICAL PROPOSAL**

## ANNEXURE 1 - CHECKLIST FOR SUBMISSION OF DOCUMENTS

S. No	Checklist of Documents	Status (Submitted/ Not Submitted)	Page No.
<b>Envelop 1(Part I) &amp; 2 (Part II) – All put it in outer Envelope-3</b>			
<b>Envelope 1: PART I – Technical Proposal</b>			
1.	Cost of RFP as per clause 4.3 in the form of Demand Draft		
2.	EMD as per clause 4.4 in the form of Demand Draft		
3.	Checklist for submission of documents <b>Annexure- 1</b>		
4.	Scanned copy of PAN Card		
5.	Scanned copy of Aadhaar Card of Managing Director of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required		
6.	Scanned copy of certificate of Goods and Services Tax Identification Number (GSTIN)		
7.	Proposal covering letter in the format set out in <b>Annexure-2.</b>		
8.	Declaration in the format set out in <b>Annexure-3A</b>		
9.	Profile of the firm in the format set out in <b>Annexure – 4</b> along with all the supporting documents: 1) Proof Regarding Head Office as per ICAI Firm Card in Chhattisgarh 2) A Copy of COP with ICAI 3) Latest ICAI Firm Card . 4) Complete Resume of CA Firm 5) Latest Constitution Certificate of ICAI 6) Latest CAG Empaneled Certificate for F.Y. 2022-23 7) Latest proof for category 1 (As per RBI Panel of Statutory Auditors) 8) Latest proof of registration with The Registrar-Cooperative Societies, Chhattisgarh 9) Certificate of annual turnover of firm. 10) Any Other		
10.	Applicant information in the format set out in <b>Annexure – 5 along with all the supporting documents</b>		
11.	Technical Capacity as per format set out in <b>Annexure- 6, Annexure - 6A and Annexure - 6B</b> along with all the required supporting documents i.e., <b>Copy of the appointment letters from the client Organisations.</b>		
12.	Financial Capacity as per format set out in <b>Annexure- 7</b> along with all the supporting		



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	documents: Turnover certificate duly signed and stamped by the auditor/CA certifying Annual Turnover with UDIN no.		
<b>13.</b>	Scanned copy of Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)		
<b>14.</b>	Scanned copy of Power of Attorney – <b>Annexure 8</b>		
<b>15.</b>	CV of Key Personnel – <b>Annexure 9</b>		
<b>16.</b>	CA certified profit and loss statement and balance sheet having UDIN for the year 2020-21		
<b>17.</b>	CA certified profit and loss statement and balance sheet having UDIN for the year 2021-22		
<b>18.</b>	CA certified profit and loss statement and balance sheet having UDIN for the year 2022-23		
<b>19.</b>	Tender documents (RFP and Draft Agreement) stamped and initialed by the Authorised signatory		
<b>20.</b>	All the required supporting documents in support of Section 3 and as per clause 5.1 of the RFP		
<b>21.</b>	Any other relevant Document		
<b>Envelope 2: Part II Financial Proposal</b>			
<b>1.</b>	Financial Bid – <b>Annexure 10</b>		

**ANNEXURE –2- PROPOSAL COVERING LETTER**

Original (duly signed by Bidder) as part of Technical Proposal - (Envelope 1)

Date:

To,  
Managing Director,  
Chhattisgarh State Minor Forest (T & D) Cop. Ltd,  
Van Dhan Bhawan, Sector-24  
Atal Nagar  
RAIPUR - 492001 (C.G.)

**Sub.- RFP for Selection of CA Firm for Providing Account Management  
Services to CGMFPFED**

Dear Sir,

1. With reference to your RFP, I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices and Annexure is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as Applicant of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - b) I/We do not have any conflict of interest in accordance with the RFP document.
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Application or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to apply for the Services, without incurring any liability to the Applicants.
9. I/We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Proposal.
10. I/We declare that we/ are/ is not a Member of any other firm submitting a Proposal for the Project.

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11. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates.
  14. I/We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  15. In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  16. I/We have studied all the Proposal Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of contract.
  17. I/We agree and understand that the Proposal is subject to the provisions of the Proposal Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Proposal is not opened.
  18. The power of attorney for signing of Proposal is as per format provided in the RFP enclosed.
  19. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
  20. I/We agree and undertake to be liable for all the obligations of the Agreement.
- In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.**

**Yours faithfully,**

**Signature of the  
Authorised Signatory Name &  
designation of the Authorised  
Signatory**

Date:  
Place:

### **ANNEXURE 3: IMPORTANT INSTRUCTIONS TO APPLICANTS WHO HAS DOWNLOADED THE RFP DOCUMENT FROM WEBSITE**

**The Applicant, who has downloaded the RFPs from the web, should read the following important instructions carefully before actually quoting the rates and submitting the RFP documents: -**

1. The printout of RFP document should be taken on A4 paper only and the printer settings etc. are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
2. The Applicant should ensure that no page in the downloaded RFP document is missing.
3. The Applicant should ensure that all pages in the downloaded RFP document are legible and clear and are printed on a good quality paper.
4. The Applicant should ensure that every page of the downloaded RFP document is signed by Applicant (Authorised Signatory).
5. The Applicant should ensure that the downloaded RFP document is properly spiral bound/stapled, sealed and numbered before submitting the same.
6. The Applicant shall furnish a declaration to this effect that no addition/deletion/ corrections have been made in the RFP document submitted and it is identical to the RFP document appearing on Web site.
7. The Applicant should read carefully and sign the declaration given on the next page before submitting the RFP.
8. The cost of RFP should be submitted along with the EMD as detailed in Notice inviting request for proposal.

**Managing Director, CGMFPFED**

### **ANNEXURE 3 A: DECLARATION**

**(To be given by the Applicant who has downloaded the RFP from the Website)**

**It is to certify that:**

- 1) I/ We have submitted the RFP in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
- 2) I/ We have submitted RFP documents which are same / identical as available in the website.
- 3) I/ We have not made any modifications / corrections / additions /deletions etc. in the RFP documents downloaded from web by me / us.
- 4) I/ We have checked that no page is missing & that all pages of document submitted by us are clear and legible.
- 5) I/We have signed (Authorised Signatory) all the pages of the RFP document before submitting the same.
- 6) I/ We have sealed the RFP documents by Wax /Adhesive tape properly before submitting the same.
- 7) I/ We have submitted the cost of RFP along with the EMD and all Credentials.
- 8) I/ We have read carefully and understood the important instructions to all Applicants who have downloaded the RFP from the web.
- 9) In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, CGMFPFED shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, the Proposal / work will be cancelled, and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. CGMFPFED will not pay any damages to me / us on this account.

**Signature of the Authorised Signatory**

**Name & designation of the Authorised Signatory**

**Date:**

**Address: Phone No:**

## **ANNEXURE 4: PROFILE OF THE FIRM**

### **A. Details of the Firm/s Bidder**

<b>S.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Firm	
2.	Constitution of Firm	
3.	Address of the Head Office in Chhattisgarh (incl. Tel Phone)	
4.	PAN of the Firm/Lead Bidder	
5.	GST registration No.	
6.	ICAI Registration No.	
7.	Date of constitution of the Firm	
8.	Number of Full time Partners as on (Proposal Due Date) PDD	
9.	Number of full time CA Employee as on PDD	
10.	Number of Audit Staff employed full time with Firm as	
	a. Article Clerks	
	b. Other Audit Staff	
11.	Number of Branches	
12.	Year of Experience in Chhattisgarh (As per ICAI Record)	
13.	Whether there any court Cases/ arbitration/ any other legal case against the Firm (If yes ,please provide details in separate annexure)	
14.	Contact Person: Contact No: Email address:	

**Date:**

**Signature of the Authorised Signatory**

**Place:**

**Name & designation of the Authorised Signatory**

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**List of Documents Enclosed:**

- 1) Proof Regarding Head Office as per ICAI Firm Card in Chhattisgarh
- 2) A Copy of COP with ICAI
- 3) Latest ICAI Firm Card
- 4) Complete Resume of CA Firm
- 5) Latest Constitution Certificate of ICAI
- 6) CAG Empaneled Certificate for F.Y. 2022-23
- 7) Latest proof for category 1 (As per RBI Panel of Statutory Auditors)
- 8) Latest proof of registration with The Registrar-Cooperative Societies, Chhattisgarh
- 9) Certificate of annual turnover of firm.
- 10) Any Other

**Signature of the Authorised  
Signatory Name & designation of the  
Authorised Signatory**

Date:

Place:

## ANNEXURE 5: APPLICANT INFORMATION

(as per Clause 3.1 (A- Point 3 & 6) of the RFP)

### A. Latest Details of Full time Partners/Sole Proprietor of the Firm

S. No.	Name Partners/ Proprietor	Membership S.No.	FCA/ ACA	Date of joining Firm (Full Time)	Date	Certification (if any)

### B. Latest Details of Full time C.A. Employees of the Firm

S. No.	Name of Employee	Member No.	FCA/ ACA	Date of joining The Firm (as employee)	Date of becoming FCA	Certification (If any)

Signature of the  
Authorised Signatory Name  
& designation of the  
Authorised Signatory

Date:

Place:



## ANNEXURE 6: TECHNICAL CAPACITY

(as per Clause 5.1 (2) of the RFP)

**Experience of Account Management Service in any Government organization/authorities/corporation/owned & controlled by Government during the last 10 years.**

S. N	Name of the assignment	Brief of the Service provided	Name of client	Whether the client was Authority or undertaking or Board of State /Central Govt., a Society	Professional Fees Charged (INR)	F.Y. In which service rendered
						Start Date:
						Start Date:
						Start Date:

**Note:**

- 1) For above experience, the CA Firm must submit a copy of the Work orders/Agreements/Completion Certificate from the client.
- 2) The bidder should have received professional fee of INR 25,000/- for each such assignment.
- 3) The above Experience shall not be considered for evaluation if Work orders/ Agreements/completion certificate from client detailing the name of assignment, nature of work and date of start of service and/or Professional Fee is not furnished by the Applicant.
- 4) The renewal/ extension of any ongoing assignment shall not be considered as a separate assignment
- 5) The reappointment of any assignment shall be considered as a new assignment. The Applicant shall furnish separate Work Order/ Agreement for each such reappointment.

**Signature of the  
Authorised Signatory Name  
& designation of the  
Authorised Signatory**

**Date :.....**

**Place :.....**

## ANNEXURE 6A: TECHNICAL CAPACITY

(as per Clause 5.1 (3) of the RFP)

**Experience in Audit in any Government organization/authorities/corporation/owned & controlled by Governments during the last 10 years**

S. N	Name of the assignment	Brief of the Service provided	Name of the client	Whether the client was Authority or undertaking or Board of State /Central Govt., a Society	Professional Fees Charged (INR)	F.Y. In which service rendered
						Start Date:
						Start Date:
						Start Date:
						Start Date:

**Note:**

- 1) For above experience, the CA Firm must submit a copy of the Work orders/Agreements/Completion Certificate from the client.
- 2) The bidder should have received professional fee of INR 25,000/- for each such assignment.
- 3) The above Experience shall not be considered for evaluation if Work orders/ Agreements/Completion Certificate from client detailing the name of assignment, nature of work and date of start of service and/or Professional Fee is not furnished by the Applicant.
- 4) The renewal/ extension of any ongoing assignment shall not be considered as a separate assignment
- 5) The reappointment of any assignment shall be considered as a new assignment. The Applicant shall furnish separate Work Order/ Agreement for each such reappointment.

**Signature of the  
Authorised Signatory Name  
& designation of the  
Authorised Signatory**

**Date :.....**

**Place :.....**

## ANNEXURE 6B: TECHNICAL CAPACITY

(as per Clause 5.1 (4) of the RFP)

GST work of Government organization/authorities/corporation/owned & controlled by  
Government during the last 10 years

S. N	Name of the assignment	Brief of Service provided	Name the client	Whether the client was Authority or undertaking or Board of State /Central Govt., a Society	Professional Fees Charged (INR)	F.Y. In which service rendered
						Start Date:
						Start Date:
						Start Date:
						Start Date:

**Note:**

- 1) For above experience, the CA Firm must submit a copy of the Work orders/Agreements/Completion Certificate from the client.
- 2) The bidder should have received professional fee of INR 25,000/- for each such assignment.
- 3) The above Experience shall not be considered for evaluation if Work orders/ Agreements/Completion Certificate from client detailing the name of assignment, nature of work and date of start of service and/or Professional Fee is not furnished by the Applicant.
- 4) The renewal/ extension of any ongoing assignment shall not be considered as a separate assignment
- 5) The reappointment of any assignment shall be considered as a new assignment. The Applicant shall furnish separate Work Order/ Agreement for each such reappointment.

**Signature of the Authorised Signatory Name &  
designation of the Authorised Signatory**

**Date : .....**

**Place : .....**

## ANNEXURE 7: FINANCIAL CAPACITY

(as per Clause 3.1 (B) of the RFP)

### A. Annual Turnover for the Firm for last 3 Financial Years

S. No.	Financial Year	Turnover (INR)
1	2020-21	
2	2021-22	
3	2022-23	
Average annual Turnover for last 3 FYs		

Signature of the Authorised Signatory  
Name & designation of the Authorised Signatory

Date:  
Place:

### Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of (Name of Applicant), we (Name of Auditor of Firm), Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of  
Chartered Accountants/Statutory Auditors

**Note:** Annual Turnover amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/CA certifying Annual Turnover. The CA Certified Turnover certificate should have UDIN.

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**ANNEXURE 8 - FORMAT FOR POWER OF ATTORNEY**  
(as per Clause 4.5 of the RFP)

(Original copy as part of Technical Proposal on stamp paper of value required under law duly signed by Bidder for the RFP)

Dated: \_\_\_\_\_

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name),

son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of [ ]], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 **"Selection of CA Firm for Providing Account Management Services to CGMFPFED"**, issued by **The Managing Director, Chhattisgarh Minor Forest Produce Cooperative Federation Limited ( the "Authority")** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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 and/or till the enterings into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 , 20\*\*.

For \_\_\_\_\_

(Signature)

(Name, Title and Address) Witnesses:

1 2.

(Signature)

(Name, Title and Address of the Attorney) [Notarised]

Accepted [Notarised]

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,

**Revised RFP for Selection of CA Firm for Providing Account Management Services to  
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*laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*

## ANNEXURE 9 - CURRICULUM VITAE OF KEY PERSONNEL

(as per Section 2: Clause 2.1 of the RFP)

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of Assignments/ projects on which the Personnel has worked

Name of client	Name of Assignments	Description of responsibilities

**Note:**

- i. Assignments should be related to Account Management only
- ii. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned” should be provided individually for all assignments mentioned

**Certification:**

- 1 I am willing to work on the assignment for providing account management services to CGMFPFED and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

- (i) Use separate form for each Key Personnel
- (ii) Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
- (iii) Self-attested copies of documents in support of Education Qualification and Experience should be submitted

## **PART II- FINANCIAL PROPOSAL**



**Revised RFP for Selection of CA Firm for Providing Account Management Services to  
CGMFPFED**

**ANNEXURE 10 - FINANCIAL BID**

(as per Clause 4.7 –(ii)(a) of the RFP)

1. I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e., **Selection of CA Firm for Providing Account Management Services to CGMFPFED**, in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal/Bid.
2. Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, **we are pleased to quote the Monthly Retainership Fee (inclusive of all applicable taxes)** for the proposed assignment as per the following table.:

Sr. No.	Position	No. of person	Professional charges per month per position (Inclusive of all applicable taxes)	Estimated Professional charges (Inclusive of all applicable taxes)
A	B	C	D	E= CXD
1.	Team Leader (Chartered Accountant)	1		
2.	Support Staff/Associate Consultant	3		
Total Quotation (In Figure Rs.)				
In Words				

3. The financial proposal submitted is unconditional
4. GST and/or any other applicable tax shall be inclusive of the rates quoted above.
6. I/We hereby agree to abide by and fulfil all the terms and conditions set forth in the Tender document.

Date:

Place:

Yours sincerely,  
Authorized Signatory  
Full Name and Designation  
Stamp of the Agency

# **DRAFT AGREEMENT**

**Revised RFP for Selection of CA Firm for Providing Account Management Services to  
CGMFPFED**

**DRAFT AGREEMENT**

This agreement is executed on this <day> of <month> <year> in the office of Managing Director, Chhattisgarh State Minor Forest Produce Federation Limited between the Chhattisgarh State Minor Forest Produce Federation Limited, Van Dhan Bhavan, Sector-24, Nawa Raipur, Atal Nagar, Raipur, Chhattisgarh, registered under **Chhattisgarh Cooperative Societies Act, 1960** and acting through its General Manager, here-in-after called the “**Federation**”, which expression shall include its assigns and successors.

**And**

<Name>, <address>, a Chartered Accountant Firm incorporated under ....., acting through its <name and designation>, herein after referred as “**CA Firm**”, which expression shall include its assigns and successors.

**Whereas** CA Firm has been appointed for providing services and activities, as mentioned in Scope of Work and Terms of Reference of the Request for Proposal responded and submitted by the CA Firm.

**Whereas** Federation vide its Request for Proposal (“RFP”) Notification No ..... dated..... invited proposal for selection of CA Firm for “Providing Account Management services to CGMFPFED”

**Whereas** the CA Firm submitted its proposal for the aforesaid work, whereby the CA Firm represented to the Federation that it has required experience and resources to provide services to the Federation on the terms and conditions as set forth in the RFP and this agreement.

**Whereas** CA Firm agreed to Provide Account and Management Services to CGMFPFED” and other defined scope of work.

**Whereas** the Federation on acceptance of the aforesaid proposals of the CA Firm, issued its Work Order (“WO”) dated.....

**Whereas** Federation appointed CA Firm to Provide Account Management Services to CGMFPFED & carry out the said assignment effective from <start date> and up to <end date> on specific scope of work and hence there after this agreement is being prepared and executed.

Federation acknowledges that as on this day, the CA Firm has submitted Performance Guarantee.

This Agreement shall be deemed to commence from the <day> day of <month>, <year>.

## GENERAL CONDITIONS OF CONTRACT

### 1. General

#### 1.1 Definitions and Interpretations

1.1.1 The words and expression beginning with capital letters and defined in this agreement shall, unless the context otherwise requires, have the meaning hereafter respectively assigned to them:

- a) **"Federation"** means Managing Director, Chhattisgarh State Minor Forest Produce (Trading and Development) Cooperative Federation Ltd (CGMFPFED).
- b) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time
- c) **"Agreement"** means this agreement, together with all the Annexures
- d) **"CA Firm"** means Consultant appointed by Federation
- e) **"Government"** means the Government of Chhattisgarh; or the Government of India as the case may be
- f) **"Personnel"** means human resource hired by the consultant as employees and assigned to the performance of the services or any part thereof
- g) **"Party"** means Federation or Consultant, as the case may be; and parties means both of them
- h) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- i) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing services was accepted
- j) **"Third Party"** means any person or entity other than the Government, the Federation, and the Consultant

1.1.2 The following document along with all addenda issued shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document will prevail over would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement and all its annexures/schedules
- b) RFP; and
- c) Letter of Award

#### 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or of agent and principal as between Federation and Consultant for **"Providing Account Management Services to Federation"**. The Consultant shall, subject to this Agreement, have complete charge of personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### 1.3 Duration of the Agreement

The duration of this agreement shall be Two Years initially from the date of Signing of this Agreement which may be extended for a further period of Two Years provided that the services are found satisfactory. In case the Agreement is extended from the initial term of 2 years, the selected applicant shall extend the validity of performance guarantee as required by the Authority. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

#### 1.4 Authorized representatives

1.4.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the firm, as the case may be, taken or executed by the officials specified in this Clause 1.4.

**Revised RFP for Selection of CA Firm for Providing Account Management Services to  
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Designation Managing Director (MD)  
C.G State minor Forest Produce Federation  
Van Dhan Bhawan, Sector-24  
Atal Nagar, Nava Raipur, Chhattisgarh  
Phone – 0771 2513100  
Website: www.cgmfpfed.org  
E-Mail Address: mfpfed.cg@nic.in

- 1.4.2 The Federation may, from time to time, designate one of its officials as the Federation Representative. Unless otherwise notified, the Federation Representative shall be as per Clause 1.4.1.

**1.5 Terms of Payment**

Payment of fees for the services provided by the CA Firm shall be made on monthly basis. By 15th day of each month the Selected Applicant shall raise invoice for the monthly fee for the previous month along with Monthly Progress Reports (MPR) outlining the Deliverables in accordance with Scope of work mentioned in the RFP. The Selected Applicant shall maintain monthly attendance logbook and same should be submitted to Federation along with the MPR. Payment of fees would be made after necessary evaluation of MPRs, attendance logbook and on satisfactory performance of the Selected CA Firm. The first monthly fees shall be due & be paid one month after the actual deployment of the staff. The fees shall be inclusive of all out-of-pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards local travel, documentation and communication.

The services may commence soon after the appointment. The GST and/or any other tax, as applicable shall be paid extra. The taxes shall be deducted at source as per law.

- (a) The holidays, working hours and the timings for working days shall be in accordance with those prevailing in C.G MFP Fed. The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support C.G MFP Fed. in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- (b) The team members shall be entitled to 10 Days casual leave and 3 days of optional leave (as per Chhattisgarh State Government Calendar). The Team Members of the Agency shall obtain written approval of the leave from the MD, C.G MFP Fed. or any officer nominated by him.
- (c) For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under intimation to the MD In the event of the failure of the consultant to do so, a pro-rata deduction in the fees per working day for the member remaining absent shall be made from the payment due.

**1.6 Taxes and Duties**

Unless and otherwise mentioned in the Agreement, the CA Firm shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the Federation shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

**1.7 The Key Deliverables**

**Following shall be the key deliverables for the consultant**

S.No	Key Deliverables
------	------------------

## Revised RFP for Selection of CA Firm for Providing Account Management Services to CGMFPFED

1.	Monthly Report for TDS/TCS details to be submitted to Federation on or before 3 <sup>rd</sup> of following month
2.	Quarterly report for filing of TDS/TCS return with the stipulated period (i.e., 31 <sup>st</sup> of following month of the end of each quarter)
3.	Monthly details of GST input and output details should be submitted to Federation by the 3 <sup>rd</sup> day of each month, for the previous month
4.	To ensure that all the GST input details should be prepared and submitted to Federation by the 7 <sup>th</sup> day of each month, for the previous month
5.	Monthly Accounts entry should be completed and accounting reports to be sent to Federation by the 10 <sup>th</sup> day of each month, for the previous month
6.	To ensure that tax returns are filed on or before the last date of submission of tax returns
7.	Any other requisite reports requested by Federation

### 1.8 Penalty for Default

The Federation reserves the right to impose penalty under following circumstances:

- 1.8.1 If Federation has been levied any late fees/interest/penalty due to negligence of the CA firm then the amount paid by Federation on account of such late fees/interest/penalty shall be recovered from the CA firm
- 1.8.2 **Penalty of absence:** CA Firm shall maintain monthly attendance log book and same should be submitted to CGMFPFED along with the monthly invoice. In the case of absence (apart from allowed leaves) of a resource during Assignment period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing Monthly Fee by number of working days in that Month and Number of key personnel deployed); Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day; Penalty would be deducted from the applicable payments; A key personnel can avail maximum 10 leaves per year;
- 1.8.3 **Liquidating Damage:** In case of delay in completing the work due to reasons attributable to the selected bidder, liquidated damage shall be charged to the bidder at the rate 0.5% of the contract value for a delay of one week or part thereof subject to a maximum of 5% of the contract value.

## 2. Commencement, Completion and Termination of Agreement

### 2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### 2.2 Commencement of Service

CA Firm shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### 2.3 Termination of Agreement for failure of commencement of Services

If CA Firm does not commence the Services within 7 days from the Effective Date, Federation may, by not less than 2 (two) weeks' give notice to CA Firm, declare this Agreement to be null and void, and in the event of such a declaration, the Performance Security of the Consultant shall stand forfeited.

### 2.4 Modifications or Amendments

No amendment, change, or modification to this Agreement shall be valid unless in writing and signed by the Parties hereto.

## 2.5 Force Majeure

### 2.5.1 Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.5.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**2.5.3 Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.5.4 Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.5 Consultation**

Not later than 30 (thirty) days after the firm has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.6 Termination**

**2.6.1 Termination by Federation**

The Federation may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors
- c. for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or
- d. receivership whether compulsory or voluntary.
- e. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 3.13 hereof;
- f. the Consultant fails to comply decision of the Federation.

## **Revised RFP for Selection of CA Firm for Providing Account Management Services to CGMFPFED**

- g. the Consultant submits to the Federation a statement which has a material effect on the rights, obligations or interests of the Federation and which the Consultant knows to be false;
- h. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- i. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.2 By Consultant**

The Consultant may, by not less than thirty (30) days' written notice to the Federation, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- a. the Federation is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Federation of the Consultant's notice specifying such breach;
- b. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c. the Federation fails to comply with any final decision reached as a result of arbitration.

However, in case of being satisfied that the CA Firm has defaulted in observing provisions of the Agreement, Federation may after issue of written intimation to CA Firm indicating the manner of the default' terminate the Agreement, either in whole or in part, with two months' notice from the date of delivery of such notice. In the event Federation so terminates the Agreement it would be at liberty to engage another CA Firm or agency upon such terms and in such manner as it may seem fit.

The CA Firm would not be liable for circumstances beyond its control. These include:

- I. Force majeure conditions including Acts of God, e.g., earthquake, cyclone, storm, flood, or war, plane crash, or embargo etc.,
- II. Any defect or characteristic to do with the nature of the Assignment, even if it is known to the CA Firm accepted it; and
- III. Any act of omission or commission by any person(s), representative(s) of the Federation/ the CA Firm, outside the reasonable control of the CA Firm.

### **2.7 Payment Upon Termination**

Upon termination of this Agreement by Federation or by the CA Firm under above mentioned clause hereof, Federation shall make the payment pursuant to payment schedule mentioned hereof for Services satisfactorily performed prior to the date of termination to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to Federation)

## **3. Obligations of the firm**

### **3.1 Standard of performance**

CA Firm shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. CA Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to Federation, and shall at all times support and safeguard the Federation's legitimate interests in any dealings with third parties.

### **3.2 Applicable laws**

CA Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the personnel and agents of CA Firm and any sub-consultant, comply with the Applicable Laws.



## **Revised RFP for Selection of CA Firm for Providing Account Management Services to CGMFPFED**

### **3.3 Confidentiality**

The CA Firm acknowledges that during the period of subsistence hereof it will have access to and become acquainted with various information, inventions, innovations, processes, records, specifications and other intellectual property owned by or licensed to Federation and or used by Federation in connection with its operation including processes, methods, customers lists, accounts, and procedures. The CA Firm agrees not to disclose or discuss any of the aforesaid, whether directly or indirectly, or to use any of these in any manner, during the period of subsistence of this Agreement except as required for due and proper performance of the functions and obligations hereunder and subject to the overall control and direction of Federation.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original or creative artwork, and similar items relating to Federation that may come into the possession of the CA Firm, whether prepared by the CA Firm or not, shall be so possessed only on behalf of Federation and the CA Firm will have no claim to the same. Upon expiry of the term or upon earlier termination of this Agreement, or whenever required by Federation, the CA Firm shall forthwith deliver to the first party all such files, records, documents, specifications, information, and other items etc. in his possession or under his control.

### **3.4 Liability**

The CA Firm will be liable to compensate Federation for any loss, damage, delay or default in observance of requirements hereunder, however occasioned, up to a sum equal in value to either the actual extent of loss or damage sustained by Federation or the expense incurred by Federation rectifying the damage or to the extent of unpaid remuneration whichever is lower and which of the aforesaid bases would be used to compute the liability would be determined by Federation at its sole instance, option and discretion. Federation may recover any amount due to such liability through adjustment against the payment or monthly emoluments, and which of the aforesaid three bases would be used to compute the liability would be determined by Federation at its sole instance, option and discretion.

### **3.5 Performance Security**

Earnest money deposit (EMD) of INR 1,00,000/- in case of successful bidder will be converted as Security Deposit or performance security and will be held till the successful completion of contract. The Security Deposit shall be refundable without interest after the completion of contract, subject to proper execution of the contract by the selected bidder. The Federation reserves the right to forfeit the security deposit in case the selected bidder is unable to perform as per the terms of the contract.

### **3.6 Professional Fees**

It is agreed that Professional Fees including reimbursement of all expenses for the Assignment detailed above shall be INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month. Unless and otherwise mentioned in the Agreement, the CA Firm shall pay all taxes, duties, fee, and other impositions including GST as may be levied under the applicable laws and the Federation shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

The amount shall be payable by Federation as mentioned in payment terms under Scope of Work of this assignment after receipt of bill submitted by CA Firm.

### **3.7 Duties**

In the event of any unresolved dispute, the Parties shall submit to arbitration by authority mutually agreed to before instituting any judicial proceeding. Any judicial proceeding may only be instituted before Courts having jurisdiction in Raipur /Chhattisgarh.

### **3.8 Non admissibility of claim or Right to employment or compensation**

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This Agreement will not in any way entitle the CA Firm to claim for employment beyond period stipulated under this Agreement, or to any claim or right to employment or any compensation whatsoever from Federation under any circumstances.

### **3.9 Conduct**

The CA Firm agrees to observe the following in respect of their conduct.

- 3.9.1 They shall, at all times, maintain absolute integrity of and devotion to duty and shall nothing which is unbecoming of a responsible officer of the Federation.
- 3.9.2 The CA Firm shall take all possible steps to ensure integrity of, and devotion to duty by all personnel deputed by them for the above Assignment.
- 3.9.3 The CA Firm shall act in best judgment while performance duties under this Agreement.
- 3.9.4 The CA Firm shall not associate with the management or operations of any media agency or Publication.
- 3.9.5 The CA Firm shall not, by any means, criticize any act or to do anything that of embarrassing the Federation in media or in public forum.
- 3.9.6 The CA Firm shall not accept contributions itself or otherwise associate raising any funds or other collection in cash or in kind in pursuance of whatsoever.

### **3.10 Entire Understanding**

This Agreement constitutes the entire understanding and agreement of the Parties, and any all prior agreement(s), understanding(s), and representation(s) are hereby terminated and cancelled in their entirety and are of no further force and effect.

### **3.11 Information**

The CA Firm agrees that any information received by the CA Firm during any furtherance of its obligations in accordance with this Agreement which concerns the affairs of Federation will be treated by the CA Firm in full confidence and will not be revealed to any other persons, firms or organizations, the CA Firm further agrees that all communications marked confidential would be treated as such by the other party, which shall exercise such caution, and shall also cause such caution to be exercised by its agent(s), employee(s) and assignee(s), as they may reasonably do so for information they themselves consider confidential.

The CA Firm is responsible for managing activities of its personnel and will hold itself responsible for any misdemeanor.

### **3.12 Assignment**

This Agreement shall ensure to the benefit of and be binding hereto and their respective successor(s) and assign(s), but it the whole or in part by without the prior written consent upon each of the Parties shall not be assigned in of the other.

### **3.13 Settlement of Disputes**

#### **3.13.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

#### **3.13.2 Dispute Resolution**

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 3.13.3

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- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **3.13.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Managing Director CGMFPFED, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.13.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.13.4.

### **3.13.4 Arbitration**

- i. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by Federation, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").
- ii. The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

## **4. GOVERNING LANGUAGE:**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

## **5. GENERAL**

- i. **No Assignment:** The Consultant shall not transfer any interest, right, benefit or obligation under the contract without the /prior written consent of Federation.
- ii. **Survival:** The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Consultant of its release from those obligations.
- iii. **Entire Contract:** The terms and conditions laid down in the RFP and all annexures there to, Response to Pre-bid queries vide Federation's letter No <NUMBER> dated <DATE>, as also the Proposal/Tender submissions (Technical & Financial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- iv. **Governing Law:** This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.
- v. **Jurisdiction of Courts:** This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement
- vi. **Compliance with Laws:** The Selected Applicant, during the course of performing the contract, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the contract.

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**vii. Notices:** A “notice” means:

- a) a notice; or
- b) Consent, approval, or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

<b>To,</b> <b>The Managing Director, CGMFP Fed,</b> <b>Managing Director, CGMFP Fed</b> <State name> Chhattisgarh Phone : E-mail :
To Operator at: <b>Name, Designation</b> <b>Name of the legal entity</b> Address: [Phone:] [Email:]

- c) Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

**viii. Waiver**

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**ix. Modification:** Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

**x. Application:** These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**1. ENTIRE AGREEMENT:**

This Agreement constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

**PLACE : RAIPUR**

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**DATE :** \_\_\_\_\_

For and on behalf of,

For and on Behalf of,

**Managing Director, CGMFP Fed <State** CA firm's Name :  
**Name>**

Sign.:

Sign.:

Name :

Name :

Designation :

Designation :

**WITNESSES:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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