



SOUTH DELHI MUNICIPAL CORPORATION
FINANCE DEPARTMENT
23RD FLOOR, DR. SPM CIVIC CENTRE
J.L. NEHRU MARG, NEW DELHI-110002

NOTICE INVITING E-TENDER

Ref: Advt. No.- D/FMB/SDMC/2020-21/ /D-19

Date : 17/6/21

1. Finance Department , South Delhi Municipal Corporation (hereinafter referred to as "SDMC") invites online tenders under two bid systems for selection of vendor for carrying out TALLY implementation for accounting and book keeping work of SDMC(**Project year 2021-22, AMC 2022-23 to 2026-27**). Manual bids shall not be accepted.

2. The RFP document may be downloaded from the websites <https://etenders.gov.in/eprocure/app> and <https://mcdonline.nic.in/sdmcportal> .
Schedule of the RFP is as under:-

S. No.	Particulars	Description
1	Name of Work	Selection of vendor for carrying out TALLY implementation for accounting and book keeping work of SDMC(Project year 2021-22, AMC 2022-23 to 2026-27).
2	Period of Work	Project year 2021-22, AMC 2022-23 to 2026-27
3	Tender Reference No.	D/FMB/SDMC/2020-21/ /D
4	Place of availability of Tender documents (RFPs)	https://etenders.gov.in/eprocure/app & https://mcdonline.nic.in/sdmcportal
5	Mode of bid submission	Online; https://etenders.gov.in/eprocure/app
6	Earnest Money Deposit	Rs. 90,000/-
7	Non-refundable cost of tender/bid document	NIL
8	Validity of Tender	Six months from last from last date of submission of bids
9	Date of issuance of Tender Documents	17/06/2021

10	Clarification Start Date	17/06/2021
11	Clarifications End Date	24/06/2021
12	Pre-bid meeting date & time of tender	24/06/2021 at 03:00 PM to be held DCA (FMB) SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-110002 through video conferencing(link will be provided through corrigendum).
13	Bid Submission Start Date	25/06/2021
14	Email id to send pre-bid queries	fmbstdmc@gmail.com
15	Last date and time for submission of Bids	08/07/2021 at or before 03:00 PM
16	Opening of Technical bids	09/07/2021 at 03:30 PM
17	Opening of Financial Bids	To be informed later
18	Address for communication	Sh. Sanjay Gupta, Dy. Controller of Accounts (FMB) SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-2, Ph: 01123227314 Email id- fmbstdmc@gmail.com

3. Bid submission:-

Bids shall be submitted online only at CPP Portal;
<https://etenders.gov.in/eprocure/app>

4. Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

4.1. REGISTRATION:

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “online Bidder Enrolment”.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

4.2. **SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

4.3. **PREPARATION OF BIDS**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in

PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.4. **SUBMISSION OF BIDS**

- a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time for bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instruments.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer

128 bit encryption technology. Data storage encryption of sensitive fields is done.

- h) The uploaded tender documents become readable only after opening the tender by the authorized bid openers.
- i) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Tenderer who has downloaded the tender from the CPP Portal <https://etenders.gov.in/e procure/app> , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

6. Intending Bidders are advised to visit CPP portal regularly till closing date of submission to keep themselves updated as to any change/ modification in the tender intimated through this website only by corrigendum / addendum/ amendment.

7. Intending eligible bidders are required to upload signed & scanned copy of a Bank draft/pay order/Bank Guarantee of Rs. 90,000/- for the Earnest Money Deposit (EMD) issued by a scheduled bank, payable at Delhi in favour of Commissioner, South Delhi Municipal Corporation. The hard copy of the same has to be delivered to Office of Dy. Controller Accounts (FMB)SDMC, 23rd Floor, Dr.SPM Civic Centre , JLN Marg, New Delhi-110002 on or before bid submission end date/time. Proposals received without or with inadequate EMD shall be liable for rejection. The validity of the demand draft need to be up to 6 (six) months starting from last date of submission of Tender.

In order to exemption from furnishing Earnest Money Deposit (EMD) for tender portal <https://etenders.gov.in/e procure/app> by relaxing the Pre-qualification Criteria (PQC) :

- a) Micro and Small Enterprises who are manufacturer of the primary product category or Service provider of the Primary Product category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyog Aadhaar and through uploaded supporting documents.
- b) Start-Ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT).

Note:- Bidder shall have to upload scanned copy of relevant Registration document in place of EMD document while bidding.

Note: - Eligible bids will be opened on the specified date wherein the participating bidders may present during the bid opening meeting. Notice of any changes shall be published on official website of South Delhi Municipal Corporation <https://etenders.gov.in/eprocure/app> . Further, Price Bid Opening Date, Time & Venue will be intimated to the qualified Bidders at the same or a later date.

The South Delhi Municipal Corporation reserves the right to accept, reject or cancel any tender offer without assigning any reason thereof.



**REQUEST FOR PROPOSALS (RFP) FOR CARRYING OUT
TALLY IMPLEMENTATION FOR ACCOUNTING AND BOOK
KEEPING OF SOUTH DELHI MUNICIPAL CORPORATION
(Project year 2021-22, AMC 2022-23 to 2026-27)**



**FINANCE AND ACCOUNTS DEPARTMENT
South Delhi Municipal Corporation
Dr. S.P.M. Civic Centre, J.L.N. Marg,
New Delhi – 110002**

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1. Project Background

South Delhi Municipal Corporation (SDMC), as per the directions of the Hon'ble Supreme Court of India to urban local bodies, initiated the conversion of its accounts to Accrual based Double Entry Accounting. The Accounts of SDMC are kept in single entry/cash basis of accounting system as per the notified manual of accounts and the same are being converted to Double entry system through outsourcing the work to a Chartered Accountant Firm. SDMC's accounts has already been converted to Double entry system of accounting up to 31.03.2019 and have been prepared according to National Municipal Accounting Manual (NMAM), Accounting Standard for Local Bodies (ASLB-ICAI) and Government Accounting Standards Advisory Board (GASAB) and Balance Sheet/ Consolidated Annual Financial Report(CAFR) thus generated have been certified by the respective Chartered Accountant Firm. Now SDMC intends to convert its accounts from single entry system to double entry system on its own through customized software. Balance Sheet/ Consolidated Annual Financial Report(CAFR) generated after converting from single entry/cash basis of accounting system shall based on the guidelines/rules mentioned in National Municipal Accounting Manual (NMAM), Accounting Standard for Local Bodies (ASLB-ICAI) and Government Accounting Standards Advisory Board (GASAB). Thus it is now inviting RFP for accounting and Book Keeping of SDMC.

2. Invitation for RFP

2.1. RFP Notice

- 2.1.1 This RFP document is for carrying out TALLY implementation for accounting and book keeping work of SDMC(**Project year 2021-22, AMC 2022-23 to 2026-27**).
- 2.1.2 TALLY partner having proper authorization with M/s TALLY Solutions can participate in this tender. Such authorized TALLY partner having MOU with CA firm can also participate in this tender.
- 2.1.3 The joint venture/ consortium can also apply for this work provided the lead partner in the consortium/JV should not have less than the 51% of the share(one member of JV shall consist CA Firm or Authorized TALLY partner).
- 2.1.4 The role and responsibilities of each partner should be spelt out specifically.
- 2.1.5 The structure of JV/consortium should not be changed during the period of contract.
- 2.1.6 The lead partner will be responsible for the enforcement of the contract.

- 2.1.7 The experience of individual partner in the JV shall be considered for technical evaluation.
- 2.1.8 The payment as per contract shall also be released in the favor of JV/Consortium and the lead partner will be responsible for the disbursement of payment in between the JV partners.
- 2.1.9 The TALLY partner who is willing to participate in this tender should submit manufacturer authorization format(MAF) from TALLY Solutions.
- 2.1.10 The firm must have an experience of successful completion of at least one similar work during last ten years in a Government organization.
- 2.1.11 Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 2.1.12 All proposals submitted in response to this RFP document must be accompanied by an earnest money in the shape of bank draft/ pay order / Bank Guarantee, issued by a scheduled bank, payable at Delhi, amounting to Rs.90,000/- (Rs. Ninety thousand Only) in favor of Commissioner, SDMC and valid for six months. However, bidders registered with MSME will be exempted from this requirement.

In order to exemption from furnishing Earnest Money Deposit (EMD) _____ for _____ tender portal <https://etenders.gov.in/eprocure/app> by relaxing the Pre-qualification Criteria (PQC) :

- a) Micro and Small Enterprises who are manufacturer of the primary product category or Service provider of the Primary Product category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyog Aadhaar and through uploaded supporting documents.
- b) Start-Ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT).

Note:- Bidder shall have to upload scanned copy of relevant Registration document in place of EMD document while bidding.

2.1.13 Any subsequent clarification can be sought from the office of Dy. Controller of Accounts(FMB) SDMC, 23rdfloor, Dr. SPM Civic Centre, JL Nehru Marg, New Delhi-2, Ph: 23227314 & Email : fmsdmc@gmail.com.

2.1.14 This RFP document is not transferable.

2.2. Critical Information

S.No	Information	Details
1	Date of RFP issue	17-06-2021
2	Last date for submission of written queries for clarification / site visit.	24-06-2021
3	Pre-bid meeting	24 th day of June 2021 at 3.00 P.M. in the office of DCA (FMB) SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-2 through video conferencing (link will be provided through corrigendum).
4	Release of response to clarifications/ pre-bid meeting	28-06- 2021
5	Place and Last date for receipt of bids in response to this RFP	Office of Dy. Controller of Accounts (FMB)SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-2 08 th day of July 2021, at 3.00PM,
6	Place time and date of opening of Technical bids received in response to this RFP document	In the office of DCA (FMB)SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-2 9 th day of July 2021 at 3.30pm
7	Place time and date of opening of Financial bids of technically qualified bidders received in response to this RFP document	In the office of DCA (FMB) SDMC, 23 rd Floor, Dr.SPM Civic Centre, JLN Marg, New Delhi-2 (will be intimated)

8	Contact person for queries	Sh. Sanjay Gupta, Dy. Controller of Accounts (FMB) SDMC, 23rd Floor Dr.SPM Civic Centre, JLN Marg, New Delhi-2, Ph: 01123227314 Email id- fmbsdmc@gmail.com
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2.3. Terms of Reference

3.1. Objective

The overall objective of this assignment is to change the accounting system/book keeping system from cash basis of accounting system to Accrual based Double Entry Accounting by implementing the TALLY solution software in SDMC. All the financial transactions to be recorded directly in the TALLY software. **(Project year 2021-22, AMC 2022-23 to 2026-27).**

3.2. Scope of Work

(A) Implementation of TALLY Software:

- (i) **TALLY software installation and Customization according to the needs of SDMC-** Installation of TALLY multiuser software (license of customized TALLY software shall be in name of SDMC) on cloud server of SDMC (Contractor shall have to obtain Safe To Host (STH) certificate from any CERT-IN empanelled agency, so that TALLY software can be made live from the cloud server of SDMC). The software should be installed for headquarter and all four zones which includes 8-10 Divisions (Sub-office of Zone for the accounting purpose). Each zone having 8-10 divisions/sub offices and they are attached with the concerned zone for accounting purpose. The software should be able to handle approximate 250 users which can be further increased over the period of time. Software solution shall be provided with cloud hosting environment. All the licenses/credentials should be in the name of SDMC only. Customization requirement as per SDMC in TALLY software shall be notified time to time.
- (ii) **Allocation of rights to users** - The vendor should define the rights to be allocated to the each user as per the hierarchy of the organization. Every user should be given a unique user ID and password to access the system. Also there should be a master ID from which entire system can be accessed. Existing Bio Metric ID (BMID) may be considered for user ID creation.
- (iii) **Implementation of Security** - The vendor has to incorporate security features so that the user cannot alter/delete or add data in any unwanted manner. There should also be a log to monitor

the activity of user. Only rectification of entries shall be allowed and no deletion of entries would be permissible. Proper system shall be there to check and find the user who has made the entry/entries. System must have a feature of recording audit trail of each and every transaction, creating an edit log of each change made in books of account along with the date when such changes were made and ensuring that the audit trail cannot be disabled. During the stage of system changeover proper checks have to be ensured to avoid instances of duplicate entries/omissions/errors etc..Further Secured login(OTP based) should be there in application in allocation of rights to the user.

- (iv) **Integration of Zones and headquarters** – The vendor has to integrate accounting system of zones, divisions and headquarter so that the data can be easily accessed by the authorities at head office. It is clarified that same set of applications is in use at all the locations managed from all the existing data centre at Civic Centre.
- (v) Integration of existing applications viz. pay roll system, pension and other application with TALLY system.
- (vi) Support service to cope up the day to day difficulties/ problems arises during the recording of financial transactions in the TALLY system.
- (vii) Software user Manual should be provided & updated as and where any changes occurs in the software.
- (viii) Suitable API's shall be developed by vendor so that periodic reports can be seen on existing smart city 311 officer application by the respective officers.

(B) Development of accounting structure:

- a. The Software should have the default provision of Development of heads, subheads, groups, subgroups for all zones, divisions and head office as per the schedules prescribed for SDMC and as per National Municipal Accounting Manual (NMAM), Accounting Standard for Local Bodies (ASLB-ICAI) and Government Accounting Standards Advisory Board (GASAB).
- b. Defining budget in the accounting structure.

- c. Development of reporting mechanism as per the schedules required for financial reporting.
- d. Development of accounting mechanism for consolidation of books of zones and headquarters.
- e. Development of system so as to generate Combined Financial Statements of all Funds, Fund wise Financial Statements of all Funds, Zone wise Financial Statements- Combined and Fund wise.
- f. The Financial Statements should further consist of following in default format of TALLY and exportable in Excel and desired format :
 1. Consolidated and individual trial balances containing fixed asset details to the extent available.
 2. Balance Sheet
 3. Revenue and Expenditure statements
 4. Statement of Net Assets
 5. Statement of capital reserve
 6. Schedules, Cash flow statements etc.
 7. Assets can be fetched while going through transaction in TALLY System.
- g. Assistance in Mandatory requirements such as Notes to Accounts, Statement of significant accounting policies, disclosures, analysis, cash flow statements etc..
- h. To achieve the scope of work, if any work is to be included which is not mentioned above shall be part of this agreement and RFP. No extra cost will be reimbursed to the firm/contractor/ bidder.

(C) Training of users of newly developed system

The vendor who is implementing the system has to provide training to the users of system so that they can work seamlessly on the newly developed system. The training shall be conducted at the headquarters/zones of SDMC.

- Helping/assisting SDMC staff in preparation of balance sheet, and same may be exportable in Excel or any other format, as per National Municipal Accounting Manual (NMAM), Accounting Standard for Local Bodies (ASLB-ICAI) and

Government Accounting Standards Advisory Board (GASAB) etc., after implementation of TALLY software.

(D) Scope of Annual Maintenance Contract (AMC)

The AMC period will start from the 1/07/2022 or from the date of submission of balance sheet for the year 2021-22, whichever is later and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later. The scope of AMC includes updating Tally Solution software, integration of Tally Solution software with SDMC applications (including present applications or developed at a later stage), maintenance of Tally software, solution to the day to day issues/problems, revision/revalidation of Safe To Host(STH) certificate due to updating of any software application of Tally Solution, on-site training (HQ and Zone) to SDMC staff due to any updating of Tally solution software, providing technical support staff as and when required to achieve the targets/ scope of work as defined in RFP, any change/ revision/ updating in the NMAM, ASLB-ICAI, GASAB to be incorporate in the Tally solution software, implementation of software /security patches for smooth and uninterrupted running of applications, maintenance of cloud environment and deployment of application along with more logs & user creation/management, customization and inclusion of various set of MIS reports as required by department and its creation in the application. If there is any change request(customization requirement), pricing shall be fixed with the mutual consent of both the parties and in consultation with IT deptt. of SDMC and decision of Commissioner SDMC will be final.

2.3.3 Key professionals

The Firm should deploy appropriate team consisting one Project Manager, Chartered Accountants, IT professionals, associates & support staff. The Project Manager will be responsible to take inputs from the SDMC officials, deliver the requisites and interact with the SDMC officials. He should be well versed with the Government rules and regulations, General Financial Rules and Government accounting practices, Government Budgeting, National Municipal Accounting Manual(NMAM), Accounting Standard for Local Bodies ASLB-ICAI, Government Accounting Standards Advisory Board (GASAB) Standards etc. as applicable to urban local bodies specially SDMC. IT professional shall be B.Tech/ Diploma in Computer science or Information Technology/TALLY certified or TDL trained manpower and well versed with API development and its integration with other applications. All the key professionals deployed should stay till the project is completed. Any changes in the key professionals should be made only with the consent of authorized SDMC official.

3.4. Deliverables:

1. Installation of TALLY Server, TALLY Virtual & User Licenses and obtaining software and obtaining Safe To Host(STH)certificate from any CERT-IN empanelled agency.
2. Coding of various head, sub-heads of accounts of income and expenditure in the TALLY solution software.
3. Integration with existing applications of SDMC.
4. Trial run of software.
5. Training to the SDMC staff at the HQ and zonal level.
6. After commissioning of software for day to day use and all financial transaction related entries in the TALLY system. The support staff shall be provided in Zones and HQ and same should be not less than one in each zone/HQ.
7. After one month of implementation of TALLY software all the reports to be generated and in case of any discrepancies, the same should be removed within seven days.
8. Clubbing/amalgamate of accounts of 4 zones and HQ.
9. Generation of monthly report of income and expenditure of SDMC and other reports.
10. At the end of the financial year generation balance sheet and other accounts of SDMC.

Notes: Service provider will have to provide all Reports as per TALLY which shall also be exportable to Excel and other formats for further modification process.

3.5. Time of Completion.*/**

The time of completion of this project is one year, however contractor is required to achieve the milestones of the project as mentioned below: -

S. No	Activities	Completion Time from the date of award of work
1	Installation of TALLY Software and obtaining of Safe To Host(STH) Certificate. Coding of various head, sub-heads of accounts of income and expenditure in the TALLY solution software. Integration of TALLY system with existing applications of SDMC	90 days

2	Training to the SDMC Staff and Trial run of software	105 days
3	Commissioning of software for day to day use and all financial transaction related entries in the TALLY system	120 days
4	Clubbing/amalgamation of accounts of 4 zones and HQ	150 days
5	Generation of monthly report of income and expenditure of SDMC and other reports	180 days
6	Generation of Balance Sheet, schedules, annexure and other accounts of SDMC	30/06/2022

*** Competent Authority for any contract management shall be Commissioner SDMC.**

**** The period of contract is up to 30.06.2022. AMC period is five years and will commence from 01.07.2022 or after submission Balance Sheet for the year 2021-22 (whichever is later) and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later.**

3.6. Procedure for review of the work

Department will constitute a Project Monitoring Committee (PMC) comprising of officers from SDMC to review and supervise the work till its completion. The Firm shall organize review meetings to review the progress, the frequency of which will internally decide in consultation with PMC. The Firm will prepare the minutes of the review meeting mentioning the issues discussed, decisions taken on them and appropriate level at which these require to be resolved. If felt necessary, the PMC will offer clarifications and facilitate any on-course correction which may be considered necessary and which would be binding on the Firm.

2.4. Terms of Payment:

For implementation of TALLY Solution software preparation of Balance Sheet/CAFR

1	30 % of Part A of price bid format	On the implementation/ installation of TALLY Solution software with Safe To Host(STH) certificate. On the implementation of various code / head of account/ subheads in TALLY solution. Integration with existing application of SDMC
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2	10 % of Part A of price bid format	On successful Trial Run
3	10% of Part A of price bid format	On completion of Training of SDMC staff
4	20% Part A of price bid format	Clubbing/amalgamation of HQ and zones and generation of monthly reports
5	30% of Part A of price bid format	On successful generation of Balance Sheet/CAFR
6	AMC payment part B' of price bid format	The period of contract is up to 30.06.2022. AMC period is five years and will commence from 01.07.2022 or after submission Balance Sheet for the year 2021-22 (whichever is later) and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later. AMC Payment shall be released on yearly basis after satisfactory completion of work.

2.5. List of key personals

The list of key personals to be deployed in this project should be provided in the format TP-6.

2.6. Technical qualification criteria

2.6.1 The Firm must be a certified partner of TALLY Solutions Private Limited. The firm having JV/ MOU with TALLY partner and CA firm will also be eligible for this tender.

2.6.2 The TALLY partner who is willing to participate in this tender should submit manufacturer authorization format(MAF) from TALLY Solutions.

2.6.3 The firm must have an experience of successful completion of at least one similar work during last ten years in Government organization.

2.6.4 The Firm must be well versed with the Central government's financial rules (GFR) and procedures, National Municipal

Accounting Manual, Accounting Standard for Local Bodies(ASLB-ICAI), and Government Accounting Standards Advisory Board (GASAB).

- 2.6.5 Earnest money in the shape of bank draft/ pay order/bank guarantee issued by a scheduled bank, payable at Delhi, amounting to Rs.90,000/- (Rs. Ninety Thousand Only) in favor of Commissioner, SDMC with validity of six months.
- 2.6.6 The Firm Should have Solvency of the amount equal to Rs18.00 lacs.(Banker certificate be enclosed).
- 2.6.7 The average turnover of the firm per annum should be 23.00 lacs for the last three years (31.03.18, 31.03.19 & 31.03.20) (submit self attested copy audited balance sheet & profit & loss account).
- 2.6.8 The firm and/or Individual partners or JV/ consortium member in the Firm have not been disqualified/debarred by any Govt. Body and/or Regulatory Commission.

2.7. Criteria of bid evaluation and selection procedure

SDMC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified as follows:-

Technical Bid Evaluation :

Sl. No.	Particulars	Points	Maximum points
1	The average turnover of the firm per annum for the last three years (31.03.2018, 31.03.2019 & 31.03.2020) (submit self attested copy audited balance sheet & profit & loss account)		
	(i) If 23 lacs	10	
	(ii) If more than 23 lacs	14	14
2	Details of projects highlighted for considering three years for/in Government Accounting/Urban local bodies as required in the RFP document		
	(i) If 3 years	10	

	(ii) If more than 3 years	14	14
3	The firm must have following manpower in existence:- Chartered Accountants :- 5 Nos more than 5 Nos. (2 for each additional CA maximum 8) IT professionals 5 Nos. More than 5 Nos (Pls. Submit details as required in TP-6 & TP-7)	3 8 3 7	8 7
4	Solvency 18 lacs More than 18 lacs (Attach banker certificate).	10 15	15
5	Key Professional Staff Experience and competence for the assignment : a. Chartered Accountants working as Project Manager having similar experience in Government Accounting /ULB as per terms of reference 5 years experience with Government Accounting/ULB More than 5 years experience with Government Accounting/ULB	5 7	7

Note: Complete details in respect of Project Manager, Chartered Accountants and IT professionals and support staff to be submitted in the attached format at TP-6 & TP-7

The firm/ firms having 41 or more points will be considered as technically qualified.

Financial bid of such technically qualified firms will be opened at the prescribed date and time.

3. General Conditions

3.1. Submission of bids

- a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time for bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instruments.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- h) The uploaded tender documents become readable only after opening the tender by the authorized bid openers.

- i) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- k) Tenderer who has downloaded the tender from the CPP Portal <https://etenders.gov.in/eprocure/app> , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- l) The Proposals submitted should be concise and contain only relevant information as required under this RFP document.
- m) All the pages of the proposals should be signed (not initialed) by the authorized representative of the firm/JV alongwith a letter to do so.
- n) The technical proposals should not contain any financial information.
- o) The firm/ agencies submitting their proposals would be responsible for all of its expense, costs and risks incurred towards preparation and submission of their proposals, attending any pre-bid meeting and visiting the site, regardless of the outcome of the process.

3.2. Validity of proposals submitted

The rates quoted shall remain valid for a period of six (6) months from the last date for submission of bids prescribed in this document. A proposal valid for shorter period may be rejected as non-responsive.

3.3. Clarification on proposals submitted

SDMC may, at its discretion, ask the respondents for clarifications/ additional documents on their proposals which the firms are required to respond within the time frame prescribed by SDMC.

3.4. Amendments to RFP Document

At any time prior to deadline for submission of proposals, SDMC may for any reason, modify the RFP document.

3.5. Disqualification

SDMC may at its sole discretion and at any time during the evaluation of proposal disqualify any respondent, if the firm

- i) Submitted proposals with conditions.
- ii) All the pages of the proposals are not signed(not initialed) by the authorized representative of the firm.

- iii) Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iv) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- v) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- vi) Failed to provide clarifications related thereto, when sought.
- vii) Submitted more than one proposal.
- viii) Was declared ineligible by the Government of India/ State/ UT Government/ ULBs/ PSUs for corrupt and fraudulent practices.

3.6. Confidentiality

- (i) Each party will take measures to protect the confidential information to the other party that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection.
- (ii) Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential.
- (iii) Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

These restrictions will not apply to any information which:

- i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- ii) is acquired from a third party who owes no obligation of confidentiality in respect of the information ; or
- iii) is or has been independently developed by this recipient or was known to it prior to receipt
- iv) Each party hereto agrees with the other that, unless and until the transactions contemplated by this Agreement have been consummated, it and its representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records or from personal inspection, of such other party, and shall not use such data or

information or disclose the same to others, except to the extent such data or information is published, is a matter of public knowledge, or is required by law to be published; or

- v) to the extent that such data or information must be used or disclosed in order to consummate the transactions contemplated by this Agreement. In the event of the termination of this Agreement, each party shall return to the other party all documents and other materials obtained by it or on its behalf and shall destroy all copies, digests, work papers, abstracts or other materials relating thereto, and each party will continue to comply with the confidentiality provisions set forth herein.
- (iv) Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposals.
- (v) Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right or (3) by the CA firm to peer reviewer and/ or quality reviewer appointed by ICAI.
- (vi) It must be noted that custodian of data shall be SDMC if there is any fraud /modification of data then liability will be of contractor. The intellectual property rights of the data of SDMC under this contract shall vest with SDMC only. Further any omission/commission arising out at the instance of party shall be liable vicariously for the same and SDMC shall be kept harmless in this behalf.

3.7. Penalty

- (i) If deliverables are not submitted as per the accepted time schedule, firm shall be liable to pay 0.5% of the contract value per week for the delay of each week subject to maximum 10% of the contract value.

3.8. Disclaimer

SDMC reserves right to

- a) Reject any /all proposals without assigning any reasons thereof
- b) Include any other item in the Scope of work at any time after consultation in the pre-bid meeting or otherwise.

4. Proposed form of contract

The operating clauses would emerge from the technical and financial processes finalized with the firm selected for the project. In addition, the empanelment contract will inter-alia includes the following terms:

4.1. Deliverables

The Deliverables of the project would be as per details given in the Deliverables subsection of the Section 2.3.4 of this document. The final list of Deliverables would be finalized during contract negotiation with the selected Consultant.

4.2. Time schedule

The time schedule for completion of the project is as per clause 2.3.5.

4.3. Payment Terms and Schedule

The schedule of payment is as provided at 2.4 of this RFP Document. A bill in triplicate shall be submitted as per the schedule mentioned in the RFP.

4.4. Other Conditions

- 4.4.1. The bidder which does not conform to the requirements of the eligibility qualifications shall be rejected summarily and no reasons whatsoever shall be given to that effect.
- 4.4.2. The earnest money of the successful bidder shall either be adjusted against the Performance Guarantee as per clause 4.4.4 or be refunded after submission of Performance Guarantee as per clause 4.4.4
- 4.4.3. Incomplete, conditional, telegraphic or tenders received late or without earnest money will not be entertained.
- 4.4.4. The firm shall furnish a Performance Guarantee either by way of Fixed deposit or Bank Guarantee, issued from a Scheduled bank, payable at Delhi, in favor of Commissioner, SDMC, for 10% of the bid amount which is liable to be en-cashed in case of breach of terms and conditions of the Agreement. The Performance Guarantee should remain valid for a period of 180 days beyond the date of completion. The Performance Security shall be deposited within 20 days from the date, letter of award is issued.
- 4.4.5. In case of failure to complete the work within the specific period (including extension of time, if any granted) or violation of any terms and conditions, SDMC shall be at liberty to cancel the contract and forfeit the performance guarantee and the firm shall also be liable to refund all the payment made to it along with interest thereon to be decided by Commissioner and

balance/full scope of work shall be got done at the risk and cost of contractor”.

- 4.4.6. In case of any force majeure, the selected firm shall inform in writing explaining the cause and seek the extension in executing the work.
- 4.4.7. The decision of the Commissioner, South Delhi Municipal Corporation, is final in awarding the contracts.
- 4.4.8. No TA/DA shall be claimed by the representative/workers of selected firm and the firm has to arrange for boarding and lodging of their employees.
- 4.4.9. The end product of the work assignment carried out by the Consulting Firm, in any form, will be the sole property of SDMC.
- 4.4.10. The Contracted Firm shall not outsource the work to any other associate/ franchisee/third party under any circumstances without the prior approval of SDMC.
- 4.4.11. In case SDMC has reservation on any employee deputed for this work, the firm shall have to replace the same.
- 4.4.12. The Firm shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Firm shall always act, in respect of any matter relating to this Contract, as faithful advisors to SDMC and shall at all times , support and safeguard SDMC’s legitimate interests.
- 4.4.13. The Firm automatically agrees with SDMC for honoring all aspects of fair trade practices in executing the work orders placed by SDMC.
- 4.4.14. In the event the Firm is taken over / bought over by another company, all the obligations under the agreement with SDMC, should be passed on the compliance by the new company in the negotiation for their transfer.
- 4.4.15. Contractor firm shall have to sign an Integrity Pact as mentioned on 5.3.
- 4.4.16. Contractor firm shall have to sign an agreement with SDMC as mentioned on 5.4.
- 4.4.17. Progress of the Project : Progress of the project will be discussed in PMC from time to time.

4.5. Force Majeure

- 4.5.1. Force majeure clause shall mean and be limited to the following in the execution of the contract placed by SDMC :
 - a. War / hostilities

- b. Riot or Civil commotion
- c. Earth quake , flood , tempest , lightning or other natural physical disaster
- d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Firm, which prevent or delay the executive of the order by the Firm.

4.5.2. The Firm shall advice SDMC in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, SDMC reserve the right to cancel the contract without any obligation to compensate the Firm in any manner for what so ever reason, subject to the provision of clause mentioned.

4.5.3. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Commissioner, SDMC for final decision and the same shall be binding on all parties.

4.5.4. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the Firm.

4.6. Refund of Earnest Money

The Earnest Money Deposit (EMD) will be refunded as follows.

- a. In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued after the acceptance of TEC's (Technical Evaluation Committee) recommendations.
- b. In the case of those bidders who are technically qualified but unsuccessful in financial bid, the EMD will be refunded without any interest accrued after the acceptance of TEC recommendations.
- c. The earnest money of the successful bidder shall be refunded after receiving the Performance Guarantee in the manner specified in clause 4.4.4.

4.7. Forfeiture of Earnest Money Deposit / Bank Guarantee

The EMD/BG submitted can be forfeited if a Bidder

- a. Withdraws its bid during the period of bid validity.
- b. Does not accept the correction of errors.
- c. In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by SDMC.
- d. The successful bidder refuses to take up the job.

e. If the bidder fails to submit/deposit the performance guarantee within the specified period.

4.8. All disputes shall be under the jurisdiction of Delhi Courts only.

4.9. Any subsequent clarification can be sought from the office of Dy. Controller of Accounts (FMB), E-6, 23rd Floor, Dr.SPM Civic Centre, JL Nehru Marg, New Delhi-2, Phone: 011-23227314, email- fmbsdmc@gmail.com

5. Formats

5.1. Formats for Technical Proposal

5.1.1.TP-1 Notice of intent to submit proposal in response to RFP.

To

The Dy. Controller of Accounts(FMB)
South Delhi Municipal Corporation(SDMC),
E-1-, 23rd Floor, Dr.SPM Civic Centre,
Jawaharlal Nehru Marg, New Delhi-2

Sub:- Submission of proposals in response to the RFP **“FOR CARRYING OUT TALLY IMPLEMENTATION FOR ACCOUNTING AND BOOK KEEPING WORK OF SDMC(Project year 2021-22, AMC 2022-23 to 2026-27)”**

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP provided vide No._____ dated_____ for carrying out TALLY implementation for accounting and book keeping work of SDMC, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposals shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period six (6) months from the closing date fixed for submission of proposals as stipulated in the RFP document.

4. The earnest money submitted in the form of demand draft / pay order/ Bank Guarantee(Issued from Scheduled Bank, payable at Delhi), no._____ may be encashed if we do not take up the work of carrying out TALLY Implementation for accounting and book keeping work of SDMC, if our firm be selected.
5. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We hereby declare that all the information and statements made in this proposals are true and accept that any misrepresentation contained in may lead to our disqualification.
7. Our correspondence details with regard to this proposal are:

S.No.	Information	Details
1	Name of Firm	
2	Address of Firm	
3	Name, designation, address, telephone numbers, of the contact person to whom all references shall be made regarding this RFP	
4	Fax and email address of the firm / contact person to whom all references shall be made regarding this RFP	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Signature

Name

Designation

[FIRM'S NAME]

Date

Place

5.1.2.TP-2 (i) : Understanding & Methodology for execution of the assignment (not exceeding 50 pages)

The bidders should give its understanding of the assignment alongwith methodology for execution of the assignment.

TP-2 (ii) : Work Plan

S.No.	Activity *	Days/Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	n

*

Indicate all main activities of the assignment, including deliverables and other benchmarks. Duration of activities shall be indicated in the form of a bar chart.

5.1.3. TP-3 Details about the Firm

S.No.	Particulars	Information
1	Head Office address	
2	Date of establishment of the firm	
3	Annual turnover of the firm during the year ending 31-3-2018 (attach self attested copy of audited balance sheet & profit & loss account)	
4	Annual turnover of the firm during the year ending 31-3-2019 (attach self attested copy of audited balance sheet & profit & loss account)	
5	Annual turnover of the firm during the year ending 31-3-2020 (attach self attested copy of audited balance sheet & profit & loss account)	

5.1.4.TP-4 Detail of experience

Using the format below , provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in INR):
Country : Location within country :	Duration of assignment (months):
Name of client:	Total no. of staff-months of assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year) : Completion date (month/year) :	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of the senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project Director/coordinator, Team Leader): Project Director : Team Leader :
Narrative Description project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

5.1.5 TP-5 Details of projects highlighted for considering three years for/in Government Accounting/Urban local bodies as required in the RFP document. (attach separate sheet for each project)

S. No	Particulars	Information
1.	Name of customer/ institution	
2	Name of Contact person and contact details of the customer/ institution	
3	Project Title	
4	Start date and End date	
5	Current status	
6	Number of staff deployed in the assignment	
7	Value of the project	
8	Narrative description of the project	

5.1.6. TP-6 Manpower and team assignment

S.No.	Position	Manpower required for this project
1	Project Manager	1
2	Chartered Accountants	3 or more
3	IT professionals	3 or more
4	Support Staff	5 or more

5.1.7.TP-7Details of each key personnel(Project Manager, Chartered Accountant and IT professionals or any other staff assigned on this project) As proposed to be deployed in this project as given in TP-6

Sl . No.	Particulars	Details
1	Proposed Position	
2	Name of Firm	
3	Name of Staff	
4	Date of Birth	
5	Nationality	
6	Education	
7	Membership of Professional Associations	
8	Languages	
9	Status of employment/contract with firm (Documentary proof to be attached)	
10	Detailed Task Assigned (List all tasks to be performed under this assignment)	Work Undertaken that best illustrate capability to handle task assigned

Certification:

I, _____ the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualification, and my experience or dismissal, if engaged. I further certify that Firm or any Individual partner in the Firm has not been debarred/disqualified from any Govt. Body/regulatory Commission.

Signature of Staff Member

Date: _____

Full name of authorized representative: _____

5.1.8.TP-8 Work Schedule

(Bidder is required to submit this work schedule for all the deliverables)

(PART-A)

Activity	Particulars	Work Days	Cumulative Work days
1	Installation of TALLY Software		
2	Coding of various head, sub-heads of accounts of income and expenditure in the TALLY solution software		
3	Customization and Integration with existing applications of SDMC		
4	Training to the SDMC Staff and Trial run of software		
5	Commissioning of software for day to day use and all financial transaction related entries in the TALLY system The support staff shall be provided in Zones and HQ and same should be not less than one in each zone/HQ.		
6	Clubbing/amalgamation of accounts of 4 zones and HQ		
7	Generation of monthly report of income and expenditure of SDMC and other reports		
8	Generation of Balance Sheet and other accounts of SDMC		

The work schedule should reflect how and by when the responding firm is expected to complete the assignment for each of the component, as per the deliverable in the scope of work and the timelines of achieving the same as mentioned in the RFP as given by the responding firm in terms of its Technical Approach & Methodology.

5.2. Price Bid Format

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	BASIC RATE In Figures To be entered by the Bidder Rs. P	Gst in %	Gst in amount	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	13	15	16	53	55
1	PART A						
1.01	For implementation of TALLY for accounting and book keeping work of SDMC For 1 Year	Item 1			0.0000	0.00	INR Zero Only
2	PARTB						
2.01	Annual Maintenance Charges per year for implementation of TALLY for accounting and book keeping work of SDMC For 5 years	Item 2			0.0000	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only				

Note: L1 will be decided on the basis of overall cost (i.e. Part A+ Part B)

5.3. Integrity Pact

INTEGRITY PACT

Between

South Delhi Municipal Corporation {SDMC} hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor” Preamble

The Principal intends to award, under laid down organizational procedures, contract for carrying out TALLY implementation for accounting and book keeping work of SDMC (**Project year 2021-22, AMC 2022-23 to 2026-27**). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Law/IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder{s}/ Contractor{s}

- (11) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is riot legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers " shall be disclosed by the Bidder(s) /Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other

intermediaries in connection with the award of the contract.

- 12) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or EU any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in.

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Commissioner, SDMC.

Section 9 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the
Principal)

(Office Seal)

Pace-----

Date-----

(For & On behalf of
Bidder/ Contractor)

(Office Seal)

Witness 1:

{Name &Address} _____

Witness 2:

{Name &Address) _____

5.4. AGREEMENT

AGREEMENT BETWEEN
SOUTH DELHI MUNICIPAL CORPORATION
AND
Selected Vendor

This Agreement is made on _____ between South Delhi Municipal Corporation, Civic Centre, JLN Marg Minto Road, Delhi – 110002 (hereinafter referred as SDMC) through its Commissioner (hereinafter referred to as the Authorized Officer) of the first part.

AND

Selected Vendor _____ through Mr. _____, Partner of the firm of the second part.

This agreement is with regard to TALLY implementation for accounting and book keeping work of SDMC (**Project year 2021-22, AMC 2022-23 to 2026-27**).as per scope of work.

Now this agreement witness as follows:

Selected Vendor's SCOPE OF WORK)

(A) Implementation of TALLY Software:

- (i) **TALLY software installation and Customization according to the needs of SDMC-** Installation of TALLY multiuser software(license of customized TALLY software shall be in name of SDMC) on cloud server of SDMC (Contractor shall have to obtain Safe To Host(STH) certificate from any CERT-IN empanelled agency, so that TALLY software can be made live from the cloud server of SDMC). The software should be installed for one headquarters and all four zones which includes 8-10 Divisions(Sub- office of Zone for the accounting purpose). Each zone having 8-10 divisions/sub offices and they are attached with the concerned zone for accounting purpose. The software should be able to handle approximate 250 users which can be further increased over the period of time. Software

solution shall be provided with cloud hosting environment. All the licenses/credentials should be in the name of SDMC only. Customization requirement as per SDMC in TALLY software shall be notified time to time.

- (ii) **Allocation of rights to users** - The vendor should define the rights to be allocated to the each user as per the hierarchy of the organization. Every user should be given a unique user ID and password to access the system. Also there should be a master ID from which entire system can be accessed. Existing Bio Metric ID(BMID) may be considered for user ID creation.
- (iii) **Implementation of Security** - The vendor has to incorporate security features so that the user cannot alter/delete or add data in any unwanted manner. There should also be a log to monitor the activity of user. Only rectification of entries shall be allowed and no deletion of entries would be permissible. Proper system shall be there to check and find the user who has made the entry/entries. System must have a feature of recording audit trail of each and every transaction, creating an edit log of each change made in books of account along with the date when such changes were made and ensuring that the audit trail cannot be disabled. During the stage of system changeover proper checks have to be ensured to avoid instances of duplicate entries/omission/errors etc..Further Secured login(OTP based) should be there in application in allocation of rights to the user
- (iv) **Integration of Zones and headquarters** – The vendor has to integrate accounting system of zones, divisions and headquarter so that the data can be easily accessed by the authorities at head office. It is clarified that same set of applications is in use at all the locations managed from the existing data centre at Civic Centre.
- (v) Integration of existing applications viz. pay roll system, pension and other application with TALLY system.
- (vi) Support service to cope up the day to day difficulties/ problems arises during the recording of financial transactions in the TALLY system.

(vii) Software user Manual should be provided & updated as and where any changes occurs in the software

(viii) Suitable API's shall be developed by vendor so that periodic reports can be seen on existing smart city 311 officer application by the respective officers

(B) Development of accounting structure:

- a. The Software should have the default provision of Development of heads, subheads, groups, subgroups for all zones, divisions and head office as per the schedules prescribed for SDMC and as per National Municipal Accounting Manual NMIAM, Accounting Standard for Local Bodies (ASLB-ICAI) and Government Accounting Standards Advisory Board (GASAB).
- b. Defining budget in the accounting structure
- c. Development of reporting mechanism as per the schedules required for financial reporting.
- d. Development of accounting mechanism for consolidation of books of zones and headquarters.
- e. Development of system so as to generate Combined Financial Statements of all Funds, Fund wise Financial Statements of all Funds, Zone wise Financial Statements- Combined and Fund wise.
- f. The Financial Statements should further consist of following in default format of TALLY and exportable in Excel and desired format :
 1. Consolidated and individual trial balances containing fixed asset details to the extent available.
 2. Balance Sheet
 3. Revenue and Expenditure statements
 4. Statement of Net Assets
 5. Statement of capital reserve
 6. Schedules , Cash flow statements etc.
 7. Assets can be fetched while going through transaction if TALLY System
- g. Assistance in Mandatory requirements such as Notes to Accounts, Statement of significant accounting policies, disclosures, analysis, cash flow statements etc..

- h. To achieve the scope of work, if any work is to be included which is not mentioned above shall be part of this agreement and RFP. No extra cost will be reimbursed to the firm/contractor/ bidder.

(C) Training of users of newly developed system

The vendor who is implementing the system has to provide training to the users of system so that they can work seamlessly on the newly developed system. The training shall be conducted at the headquarters/zones of SDMC.

- Helping/assisting SDMC staff in preparation of balance sheet, and same may be exportable in Excel or any other format, as per National Municipal Accounting Manual NMAM, Accounting Standard for Local Bodies (ASLB-ICAI) and Government Accounting Standards Advisory Board (GASAB).etc, after implementation of TALLY software.

(D) Scope of Annual Maintenance Contract (AMC)

The AMC period will starts from the 1/07/2022 or from the date of submission of balance sheet for the year 2021-22, whichever is later and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later. The scope of AMC includes updating Tally Solution software, integration of Tally Solution software with SDMC applications (including present applications or developed at a later stage), maintenance of Tally software, solution to the day to day issues/problems, revision/revalidation of Safe To Host(STH) certificate due to updating of any software application of Tally Solution, on-site training (HQ and Zone) to SDMC staff due to any updating of Tally solution software , providing technical support staff as and when required to achieve the targets/ scope of work as defined in RFP, any change/ revision/ updating in the NMAM,ASLB-ICAI,GASAB to be incorporate in the Tally solution software, implementation of software /security patches for smooth and uninterrupted running of applications, maintenance of cloud environment and deployment of application along with more logs & user creation/management, customization and inclusion of various set of MIS reports as required by department and its creation in the application. If there is any change request(customization requirement), pricing shall be fixed with the mutual consent of both the parties and in consultation with IT deptt. of SDMC and decision of Commissioner SDMC will be final

2. SDMC OBLIGATIONS AND LIMITATIONS

- 2.1** SDMC shall provide Selected Vendor with necessary assistance, which includes unrestricted access to records, documentation and other information required in connection with the assignment, temporary office space and working infrastructure at head quarters and zones, core co-coordinators/ co-ordination team on seven days working basis (co-ordination team to remain unchanged till completion of assignment). SDMC shall be responsible for providing **selected vendor** with all records related information and infrastructure on a timely basis, as its failure to do so may cause delay of report and modification of procedures;
- 2.2** Feedback on all reports and deliverables submitted by **selected vendor** will be discussed and provided expeditiously;
- 2.3** SDMC shall be responsible for establishing and maintaining effective internal control, for properly recording of all transactions in the accounting/ memorandum records, for safeguarding assets.
- 2.4** In case SDMC publishes or otherwise reproduce the financial statements or other reports together with report of **selected vendor** (or otherwise make reference to **selected vendor**) in a document that contains other information, SDMC shall (a) provide **selected vendor** with a draft of the document to read, and (b) obtain approval of **selected vendor** for inclusion of the report, before it is printed and distributed. The SDMC shall be responsible for such publication and **selected vendor** responsibility shall be restricted only to the documents that have been issued under its name.
- 2.5** Monthly review meetings shall be attended by SDMC core co-ordination team/officials and decisions may be mutually taken for smooth completion of assignment.

3. Vendor_____ OBLIGATIONS AND LIMITATIONS

- 3.1** Selected Vendor shall complete the assignment as per time Schedule and quality conscious manner. **Selected vendor** shall perform the agreed upon procedures as per agreed scope of work. **selected vendor** shall agree that the assignment is to prepare and certify the financial statements of 04 zones, Head Quarter and other accounting units of SDMC and SDMC as a whole for the financial year 2021-22 as per scope of work and which are true and correct in all material

respects to the extent of information and explanation made available to them by SDMC.

- 3.2** This engagement cannot be relied upon to disclose whether fraud or errors or violations of laws and regulations exist in SDMC. However, **selected vendor** undertakes to inform SDMC of any material matters that come to its attention.
- 3.3** However, **selected vendor** shall maintain confidential of the data received from SDMC for preparation of these working papers and information of the SDMC and shall not be disclosed by **selected vendor** to any third party, except when required by legislation, or without the prior written consent from the SDMC.
- 3.4** In accordance with the Statement on Peer Review / Quality review issued by the Institute of Chartered Accountants of India, **selected vendor** attestation services may be subject to a peer review / quality review to be conducted by an independent reviewer who can inspect, examine or take abstract of **selected vendor** work papers including those provided by SDMC.
- 3.5** Except to the extent finally determined, to have resulted from **selected vendor** gross negligence or wilful misconduct, **selected vendor's** maximum liability to the SDMC, for any reason, relating the services under this agreement shall be limited to the fees paid to **selected vendor** for the services or work product giving rise to the liability.
- 3.6** In case **selected vendor** fails to perform/ execute the work., the **selected vendor** shall be black listed and Performance Security shall be forfeited , ICAI will be informed accordingly
- 3.7** In case **selected vendor** partially perform the work of left the work before completion, then the Performance Security shall be forfeited and the work will be completed at the risk and cost of the **selected vendor**
- 3.8** If deliverable are not submitted as per accepted time schedule, firm shall be liable to pay 0.5% of contract value per week for the services of delay of each weed subject to maximum of 10% of the contract value.

4. TIME SCHEDULE & FEES

Time of Completion.*/**

The time of completion of this project is one year, however contractor is required to achieve the milestones of the project as mentioned below:-

S. No	Activities	Completion Time from the date of award of work
1	Installation of TALLY Software and obtaining of Safe To Host(STH) Certificate. Coding of various head, sub-heads of accounts of income and expenditure in the TALLY solution software. Integration of TALLY system with existing applications of SDMC	90 days
2	Training to the SDMC Staff and Trial run of software	105 days
3	Commissioning of software for day to day use and all financial transaction related entries in the TALLY system	120 days
4	Clubbing/amalgamation of accounts of 4 zones and HQ	150 days
5	Generation of monthly report of income and expenditure of SDMC and other reports	180 days
6	Generation of Balance Sheet, schedules, annexure and other accounts of SDMC	30/06/2022

*** Competent Authority for any contract management shall be Commissioner SDMC.**

**** The period of contract is up to 30.06.2022. AMC period is five years and will commence from 01.07.2022 or after submission Balance Sheet for the year 2021-22 (whichever is later) and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later.**

4.2 Total fees and schedule of payment

For execution of the work, **selected vendor** will Charge Rs.(to be filled at the time of execution of agreement)for project year 2021-22 and Rs(to be filled at the time of execution of agreement) per year for Annual Maintenance Contract for five years(AMC period is five years and will commence from 01.07.2022 or after submission of Balance Sheet for the year 2021-22(which ever is later) and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later) inclusive of GST . Payments are to be made by the SDMC strictly as per the following Schedule:

For implementation of TALLY Solution software preparation of Balance Sheet/CAFR

1	30 % of Part A of price bid format	On the implementation/ installation of TALLY Solution software with Safe To Host(STH)certificate. On the implementation of various code / head of account/ subheads in TALLY solution. Integration with existing application of SDMC
2	10 % of Part A of price bid format	On successful Trial Run
3	10% Part A of price bid format	On completion of Training of SDMC staff
4	20% of Part A of price bid format	Clubbing/amalgamation of HQ and zones and generation of monthly reports
5	30% of Part A of price bid format	On successful generation of Balance Sheet/CAFR
6	AMC payment 'part B' of price bid format	The period of contract is up to 30.06.2022. AMC period is five years and will commence from 01.07.2022 or after submission Balance Sheet for the year 2021-22 (whichever is later) and will continue for five years or till the date of submission of balance sheet of 2026-27, whichever is later.

Performance Security (As per General Financial Rule):-

- i) **selected vendor** shall be required to deposit an amount equals to 10% of the total value of contract within 20 days from the date, letter of award is issued as performance security in the form of an Account payee Demand Draft \ fixed Deposit Receipt or Bank Guarantee issued from a Scheduled bank, payable at Delhi, in an acceptable form before the agreement.
- ii) Performance Security should remain valid for a period of one hundred eighty days beyond the date of completion.

4.3 Other Matters

Any additional work or advisory services that SDMC may request, and that **selected vendor** agree to provide, will be subject of separate written arrangements.

5. SETTLEMENT OF DISPUTES / DIFFERENCES

In case of any disputes or differences arising out of this agreement or interpretation of the terms and conditions of this agreement, both the parties agree to settle the matter through mutual discussions by Partner, **selected vendor** and Commissioner, SDMC and on failure of such discussion, the matter shall be referred to the competent court within the jurisdiction of New Delhi. .

6. If any portion of this agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AT NEW DELHI ON THIS

	Chief	Accountant	(F.M.B.)
Dy.			
	For Commissioner, South Delhi Mpl. Corporation		<u>selected vendor</u>

WITNESSES

1.

2.