

# MUNICIPAL CORPORATION SHIMLA, HIMACHAL PRADESH-171001

Telephone No. 0177-2802771 to 0177-2802776

Website:-[www.shimlamc.org](http://www.shimlamc.org)

E-mail:- [mcs\\_shimla@yahoo.com](mailto:mcs_shimla@yahoo.com)

## Notice Inviting Tender (NIT)

Subject:- Tender for procuring of Tally Prime Gold (Multi User Edition) in MC Shimla for smooth execution of accounting work of MC Shimla.

Proposals are invited from the interested Consultants/Firms for implementation of Tally Prime Gold (Multi User Edition) in MC Shimla for Smooth executing of according work of MC Shimla in respect of various Accounting works to be under by MC Shimla as per National Municipal Accounts Manual.

### 1. Important information about the tender:

Sr.No.	Particulars	Information
1.	Date of accessibility of NIT submission on MC Shimla website	10 <sup>th</sup> November, 2021
2.	Pre-Bid meeting if any	17 <sup>th</sup> November, 2021 at 2:30 P.M.
3.	Last Date and Time for receipt of NIT at MC Shimla, Shimla, Himachal Pradesh.	3 <sup>rd</sup> December, 2021 upto 3:00 P.M.
4.	Time and Date of Opening of tender(s)	3 <sup>rd</sup> December, 2021 at 3:30 P.M.
5.	Details of According activities to be carried out as well as essential requirements for Tally Software along with Service.	Annexure-I (Technical Bid)
6.	Details of Service	Annexure-II (Financial Bid)
7.	Contact No. Email Id:	0177-2802771 to 0177-2802776 <a href="mailto:mcs_shimla@yahoo.com">mcs_shimla@yahoo.com</a>
8.	Website	<a href="http://www.shimlamc.org">www.shimlamc.org</a>
9.	Place of Opening Bid	Chamber of Additional Commissioner, Municipal Corporation, Shimla, DC Office Complex, The Mall Shimla-171001, Himachal Pradesh.

Note: In Case the Closing date for opening of NIT document or/and last date for receipt of NIT happens to be a holiday, the activity will be held on the immediate next working day at the same time & Place.

## 2. Tender Details:-

The tender shall be submitted in two bid system (Technical and Financial Bid)

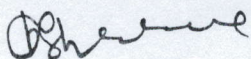
- i) Technical Bid (as per Annexure-1) consisting of all technical details and
- ii) Financial bid (as per Annexure-II) indicating protocol mentioned in the technical bid. Technical bid and Financial bid should be sealed by the bidder in separate cover duly super scribed and both these sealed covers are to be placed in a large cover which should also be sealed and duly super subscribed "Proposal of Procuring of Tally Prime Gold (Multi User Edition) in MC Shimla for executing of Accounting work of MC Shimla" and send to the office of MC Shimla at the aforesaid address latest by due date and time. Tenders received late will be rejected outright.
- iii) For terms of reference for proposal of procuring of Tally Prime Gold (Multi User Edition) in MC Shimla for executing of Accounting work of MC Shimla" along with service must be fulfilled as per Annex-1.
- iv) A pre-bid Meeting will be held on date 12<sup>th</sup> November 2021 at 2:30 P.M. in Chamber of Additional Commissioner, Municipal Corporation, Shimla, DC Office Complex, Shimla-171001, Himachal Pradesh offline with all suitable precautions due to COVID-19. All Prospective bidders are requested to kindly submit their queries, if any to the address indicated above before Pre-Bid Meeting.

## 3. The tenders shall be subject to the following Terms and Conditions.

- i) Each bidder should submit an EMD of Rs. 20,000/- (Rupees Twenty thousand only) along with the quotation for procuring of Tally Prime Gold (Multi User Edition) in MC Shimla for smooth execution of accounting work of MC Shimla along with service. EMD should be in the form of Demand Draft, drawn in favour of Commissioner, Municipal Corporation Shimla. The EMD of unsuccessful bidders will be refunded after award of contract and EMD of successful bidder will be returned on receipt of performance security.
- ii) The successful bidder shall furnish performance security equal to 10% of the award amount at the time of the receipt of notification of award from the Employer. The performance security may also be submitted in the form of DD in favour of "Commissioner, Municipal Corporation Shimla. The performance security shall be kept one year beyond the completion of work.
- iii) The payment shall be made to the bidder after the successful implementation or testing on the server or PCs at MC Shimla as per MC Shimla/National Municipal Accounts Manual and requirements and duly certified from the Chartered Accountant engaged by M.C. Shimla.

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- iv) The technical bid must contain information/documents signed by the authorized signatory of the bidding firm/agency should be kept in Technical Bid envelope along with other documents/information prescribed in this tender notice.
- v) The Firm should not hand over execution of order to any other/sister firm(s) which would be liable to violation of contract and may entail cancelation of contract and forfeiture of performance Security.
- vi) The tenders will be opened on stipulated date and time in the presence of the tenderers or their authorized representatives who may likely to be present.
- vii) The tenderers should quote their rates (excluding taxes) for all the studies mentioned in the technical bids without fail.
- viii) If any tenderers withdraw tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited will be forfeited and no correspondence in this regard will be entertained thereafter.
- ix) Communication of acceptance of the tender constitutes concluded contract.
- x) In case where a successful tenderer, does not provide the service in time the MC Shimla at its discretion may obtain such services from the next higher tenderer and the loss, if any, caused to the MC Shimla due to increased rates shall be borne by the defaulting tenderer and the contract shall be terminated at once.
- xi) The performance security shall be returned to the contractor within two months after expiry of the contract period, but in the event of any dispute arising between the MC Shimla and the contractor, the MC Shimla shall be entitled to deduct such sums which in the opinion of the MC Shimla are due from/not payable to the Contractor.
- xii) Any sum of money due and payable to the contractor, including Performance Security under this Contract may be appropriated by the Commissioner, MC Shimla and set off against any claim of the Commissioner, MC Shimla against the tenderer.
- xiii) No enhancement of rates will be considered during period of contract.
- xiv) The Bidder firm should not have been blacklisted by any Govt./Semi Govt./Semi Govt. Deptt.. Therefore, Bidder should furnish an undertaking to this effect that Govt./Semi Govt./ Semi Govt. Deptt./ Office has not blacklisted their firm/agency.
- xv) The bidder must GST registration number (copy of the Certificate should be enclosed as a proof), If the same is applicable to his firm.
- xvi) The bidder must submit the copy of last 3 years income Tax Return (ITR).
- xvii) The bidder shall quote/Indicate the rates for all items (in Rs.) offered by it in the 'Proforma for Financial Bid' attached with this tender notice at Annexure-II.
- xviii) The MC Shimla has every right to reject/accept any bid without assigning any reasons.
- xix) The Technical bids will be opened and evaluated by a committee and only the bids technically acceptable would be considered further.
- xx) The bids received after due date and time will not be accepted while incomplete bids are liable to be ignored.
- xxi) The tender received without EMD will not entertained under any circumstances.
- xxii) The TDS/TDS on GST will be deducted as per existing rule.
- xxiii) Taxes and any other charges should be indicated separately.
- xxiv) The period of contract shall be for providing Tally Software and Installation of the same in Accounts Section as well as Cash Section of MC Shimla (Centralized & decentralized)



and providing training, service & maintenance for one year from the date of award of Contract. (Extension for further two year on the same rate terms & Conditions subject to satisfactory performance of the agency/contractor, if required).

xxv) The Commissioner, MC Shimla reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

xxvi) **Amendment of Tender Documents if required :-**

- a. At any time prior to the deadline for submission of bids, the MC Shimla may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e-mail to the entire bidder who has purchased the tender documents.
- b. In order to allow prospective bidders' reasonable time in which to take the amendment in to account in preparing their bids, the MC Shimla, at its discretion, may extend the deadline for the submission of bids and host the charges on the website of the MC Shimla.

xxvii) **Code of integrity**

- a) The bidders/suppliers should sign a declaration about abiding by the code of integrity for public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive action such as cancellation of contracts, banning and blacklisting.
- b) Code of Integrity for Public Procurement: The MC Shimla as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in this following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contract:
  - i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

*D. Sharma*

- iii) "anti- competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice between two or more bidders, with or without the knowledge of the MC Shimla, that may Impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
  - iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or effect the execution of a contract;
  - v) "Conflict of Interest": Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked ; or if they are part of more than one bid in the procurement; or if the bidding firm or their personal have relationships or financial or business transactions with any official of MC Shimla who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the MC Shimla with an intent to gain unfair advantage in the procurement process or for personal gain ;and
  - vi) "Obstructive practice": materially impede the MC Shimla's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing or evidence material to the investigation; or by making false statements to investigations and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the MC Shimla's (Entity's) rights of audit or access to information;
- c. **Obligations for proactive disclosures**
- i) The MC Shimla as well as bidders, suppliers, contractors and consultants, are obliged under code of Integrity for public procurement to suo-motto proactively declare any conflicts of interest (coming under the definition mentioned above-Pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of Integrity; and
  - ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring Entity. Failure to do so would amount to violation of this code of integrity.
  - iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the MC Shimla.

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**d. Punitive provisions**

Without prejudice to and in addition to the rights of the MC Shimla to other penal provisions as per the bid documents or contract, if the MC Shimla comes to a conclusion that a (Prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the MC Shimla may take appropriate action including one or more of the following:

I) **If his bids are under Consideration in any procurement:**

- a) Forfeiture or encashment of bid security;
- b) Calling off the any Pre-contract negotiations; and
- c) Rejection an exclusion of the bidder from the procurement process.

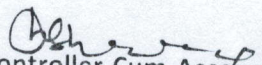
II) **If a Contract has already been awarded**

- a. Recovery of payments including advance payments, if any, made by the Cancellation of the relevant contract and recovery of compensation for loss suffered by the MC Shimla;
- b. Forfeiture or encashment of many other security or bond relating to the procurement;
- c. Recovery of payments including advance payments, if any, made by the MC Shimla along with interest thereon at the prevailing rate.

III) **Provisions in addition to above:**

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation of the future procurement of the MC Shimla for a period not less than one year;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

IV **The Bidding Documents.**

  
Dy. Controller-Cum-Accounts Officer,  
Municipal Corporation Shimla. H.P

TECHNICAL BID

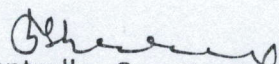
Sr. No.	Document kept in the Technical Bid envelope	Whether enclosed (The firm would write Yes OR No in the respective columns)
1.	EMD (Exempted for MSME registered Firms)	
2.	<ul style="list-style-type: none"> <li>• Copy of Registration /Other documents as proof of Entity Registration.</li> <li>• Tally authorization Certificate to bidder as Government and very large Account partner of Tally (to be enclosed)</li> </ul>	
3.	Self-Certificate in respect of not being blacklisted by any Govt./Semi. Govt. Office(Govt. and very large accounts office)	
4.	Details & Copy of GST and TDS on GST registration of Firm registration.	
5.	Copy of PAN of Firm	
6.	Copy of purchase order for providing the similar services for last three years to State Govt./PSU/Autonomous Bodies.	
7.	Documentary proof that the perspective bidders have capability to Customized Modules and Mapping of Accounting heads as per MC Shimla / National Municipal Accounts Manual and reports as required by MC Shimla /National Municipal Accounts Manual and for preparation of Balance Sheets.	
8.	<p>Tally Prime Gold (Multi User Edition) should cover the following :-</p> <p>A Bank Receipt, Cash Receipt Vouchers, Bank Payment Vouchers, Contra Vouchers and Journal vouchers as required by MC Shimla /National Municipal Accounts Manual</p> <p>B Cash book management</p> <p>C Bank reconciliation statement</p> <p>D Inventory Management as required by</p>	

- MC Shimla /National Municipal Accounts Manual
- E Fund flow and Cash flow statements
  - F Annual Account preparation in defaults of Tally
  - G Export of different reports head-wise as required by MC Shimla /National Municipal Accounts Manual in Excel, pdf, etc.  
(printing format and backup of Tally data)
  - H Data Migration from other application software to Tally Software or Vice-versa (at no extra cost of customization, if required)
  - I Feature of e-mail to the receiver
  - J Possibilities of customization/Any others activities during the accounting works as practice.
  - K Bidder is required to capture all possible and required functional requirements, pre go live.
  - L Ensure the generation of reports on-line through the implemented system after the go live of each of the locations.
  - M Migration of All Accounting Units: Consolidation and integration of all Accounting units so that consolidated Trial Balance, Balance Sheet and Income & Expenditure Account and Cash flow statement can be generated.
  - N Customization of the Software in such a manner where nobody can alter or delete the transactions irrespective of authorization.
  - O Technical Support, upgrades, updates should be provided during data synchronization/installation etc. without any cost.
  - P The selected bidder has to deploy a technical Resource person at MC Shimla for a period of 01 year without any cost after go live, to provide Generic Training (Covering day to day operations) and

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- Application specific training to the officials of MC Shimla.
- Q The bidder shall be responsible for successful synchronization and testing of Tally Solution on the Server or PCs at MC Shimla.
- R The bidder shall carry out User Acceptance Testing from MC Shimla.
- S The supplier shall provide one set of System Manual, User Manual and Security Manual for software supplied as part of this Tender Document.
- T The Tally Solution should also be integrated with all the Application which is running presently in MC Shimla so that real time data i.e. reports, account statements etc. may be auto generated without any manual entry.

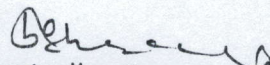
It is hereby declared that the Terms & Conditions of the MC Shimla's Tender are fully acceptable to our firm/agency.

  
Dy. Controller-Cum-Accounts Officer,  
Municipal Corporation Shimla. H.P

NO:-MCS/AO/ 2021-1617  
Copy to:-

Dated: 08/11/2021

1. The Commissioner, M.C. Shimla for kind information.
2. The Addl. Commissioner, M.C. Shimla for kind information.
3. M/s Rajeev Sood & Co. Chartered Accountants for kind information.
4. The I.T. Head, M.C. Shimla for information and further necessary action please.
5.  Notice Board/M.C. Website i.e. [www.shimlamc.org](http://www.shimlamc.org)

  
Dy. Controller-Cum-Accounts Officer,  
Municipal Corporation Shimla. H.P

## Financial Bid:

Sl. No.	Service to be taken	Price quoted (Excluding GST) Rs.
1.	Latest advance version of Tally Prime Gold (Multi User Edition) - Required for Cash Section & Accounts Section, MC Shimla with unlimited number of users.(Quantity-2)	
2.	Latest advance version of Tally Prime Server (Data Application Server) (Quantity-1)	
3.	Service Annual Maintenance Contract/ Business Support Services (AMC)	
4.	Customization and implementation Charges of MC Shimla/National Municipal Accounts Manual and integration of all the Application which is running presently in MC Shimla.	
	Total	

Note- Before Filling Financial bid scope of work mentioned on technical bid must be fulfilled.

Signature & Seal of the Bidder/Agency/Firm

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To,

The Commissioner,  
Municipal Corporation Shimla,  
D.C. Office Complex,  
The Mall Shimla- Shimla-171001  
Himachal Pradesh.

Respected Sir,

I/We.....who are established and certified supplier in Software work hereby offer our quotation against the tender ref. No.....and accept the terms & Condition of the tender and enclose a copy of the tender document duly signed by the authorised signatory.

Yours faithfully,

(Name) for and on behalf of M/s.....

(Name of Firm/Agency)

Note: The letter of authority should be on the letterhead of the concern and should be signed an authorized signatory.

