

February  
2019

**Request for Proposal (RFP)**  
for  
**Appointment of Statutory Auditor Firm**  
for  
**Bihar Rural Roads Development Agency (BRRDA)**  
and Its PIUs

2018-19

**Additional Chief Executive Officer cum Secretary**  
Bihar Rural Roads Development Agency (BRRDA)  
Rural Works Department, Bihar, Patna  
3rd Floor, Land Development Bank Building,  
Budh Marg. Patna-800001  
Phone: (0612) 2233063, (0612) 2233198  
Email- acct.brrda@gmail.com



**Bihar Rural Roads Development Agency (BRRDA)  
Rural Works Department, Bihar Patna  
(A Society registered under Societies Registration Act-1860)**



**Request for Proposal (RFP) Document  
for  
Appointment of Statutory Auditor Firm  
for  
Bihar Rural Roads Development Agency (BRRDA)  
Rural Works Department, Government of Bihar**

**February – 2019**

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Email- acct.brrda@gmail.com

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# **Bihar Rural Roads Development Agency**

## **Notice Inviting Request For Proposal for Appointment of Statutory Auditor Firm**

Ref: BRRDA(HQ)-168/2018/2018-19

Date: Feb.,2019

1. Bihar Rural Roads Development Agency (BRRDA), a Society under Rural Works Department, Government of Bihar is engaged in implementation of PMGSY and other state schemes in area of rural roads connectivity in the state through 108 PIUs / works divisions of Rural Works Department. .
2. Additional CEO-cum-Secretary, BRRDA invites proposals from eligible chartered accountant firms for appointment of Statutory Auditor for conducting statutory audit of the society and its 108 PIUs for FY 2018-19. The contract will be for a period of one year, which may be extended upto a period three years on satisfactory performance
3. Association or JV or networking is not allowed under this assignment.
4. Pre-requisite for participating chartered accountants firms :-
  - (i) The Firm must be a partnership firm with having minimum 10 years of existence as per ICAI records.
  - (ii) Number of full time fellow partners associated with the firm should not less than Two (2).
  - (iii) The firm must be empanelled with C&AG for FY 2018-19.
  - (iv) Minimum no. of audit assignments (statutory or internal audit assignment) of Government Programmes/ schemes or externally aided projects funded by international funding agencies performed by the auditor firm should not be less than 5.
  - (v) Average annual Turnover of the firm in last three financial years should not be less than ₹ 25lacs.
  - (vi) The head Office or branch office of the Firm should be situated in Bihar.
5. A firm will be selected under Quality cum Cost Based Selection (QCBS) Method following procedures described in this RFP.
6. Minimum audit fee for the assignment has been fixed at Rs 5,12,000/- per annum (exclusive of Taxes).
7. Interested CA firms may download complete RFP document from tender section of the website of Rural Works Department <http://www.rwdbihar.gov.in> or office of undersigned.
8. Sealed completed Proposal will be received at the address mentioned below on any working day upto 12.00 hours on 11<sup>th</sup> March, 2019.

**Additional Chief Executive Officer cum Secretary**  
Bihar Rural Roads Development Agency (BRRDA)  
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Budh Marg. Patna-800001  
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Email- acct.brrda@gmail.com

9. BRRDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Yours sincerely,

**Administrative Officer,BRRDA**

## Section 2 : Terms of Reference

### **Statutory Audit of Bihar Rural Roads Development Agency (BRRDA), Rural Works Department, Government of Bihar Patna ( A Society registered under Societies Registration Act-1860)**

#### **1. Background**

Bihar Rural Roads Development Agency is a nodal agency under Rural Works Department, Government of Bihar for implementation of Pradhan Mantri Gram Sadak Yojana - a centrally sponsored scheme of Government of India to provide all weather road connectivity to all eligible habitation in rural Bihar. The Rural Works Department, Government of Bihar has formulated many schemes for development and maintenance of rural road connectivity in Bihar including Mukhya Mantri Gram Sampark Yojana (MMGSY), Mukhya Mantri Gram Sampark Yojana (World Bank Assisted), MMGSY (NDB Assisted), NABARD schemes, Gramin Tola Sampark Nischaya Yojna (GTSNY), FDR, and other.

Under the Operational guideline of PMGSY the Nodal Department has to set up a State level autonomous agency, to be called the State Rural Roads Development Agency (SRRDA), with a nodal or coordinating role for the entire rural road sector in the State. BRRDA is the agency which has taken over the position of SRRDA. BRRDA receives the funds from MoRD and collaboration partners for the PMGSY programme. This Agency receives the funds from Rural Works Department for the implementation of state schemes like MMGSY, MMGSY (WB assisted), MMGSY (NDB assisted), GTSNY, NABARD assisted State schemes and FDR.

BRRDA channelize the funds received from GoI, GoB and other agencies to PIUs/divisions of RWD and ensure that funds received are used for intended purpose in a planned way. BRRDA is a society registered under the Societies Registration Act; 1860. The main objectives for the formation of the society are as follows:

- To assist the State Government in preparation of comprehensive core network connectivity priority list (CNCPL) and District Rural Road Plan (DRRP) for PMGSY-II.
- To assist the state Government in preparation of project proposals related to rural road development in Bihar.
- To facilitate the technical vetting of new proposals by State technical coordinators.
- To assist in administrative approval of the proposals from appropriate authorities.
- To assist in floating the tenders and award of contract
- To ensure timely procurement of funds from Government of India, State Govt. or any funding agency and channelize the fund to work divisions/PIUs for timely payment to contractors against works done.

For the purpose of achieving the above objectives, 108 works divisions of Rural Works Department has been tied up with BRRDA as its PIUs. PIUs are headed by Executive Engineer of RWD, GoB and requisite no of staff of Bihar Government are posted in PIUs for its proper functioning. BRRDA has also appointed One Assistant Accounts Manager and One Assistant I.T. Manager at each PIU for better monitoring and support. Funds are routed to divisions/PIUs through BRRDA HO for execution of projects.

At present following specific funds are provided to PIUs for implementation of various schemes and separate set of account books are maintained in respect of each fund -

Pradhan Mantri Gram Sadak Yojana (PMGSY) Programme Fund	Audit Report of the State and PIU wise audit report of all the schemes
Pradhan Mantri Gram Sadak Yojana (PMGSY) Maintenance Fund Fund(PMGSY)	

Gramin Tola Sampark Nischaya Yojna (GTSNY)	The Financial Statements of Programme Funds of all the schemes comprises of Balance sheet and Receipt and Payment Accounts.	
NABARD Scheme		
Mukhya Mantri Gram Samparka Yojana (MMGSY)- General		
Mukhya Mantri Gram Samparka Yojana (MMGSY)- SC		Income and Expenditure Account is not prepared for programme fund, as prescribed in accounting principles of PMGSY accounting manual and Accounting manual of BRRDA.
Mukhya Mantri Gram Samparka Yojana (MMGSY)- ST		
Mukhya Mantri Gram Samparka Yojana (MMGSY)- World Bank Assisted		
Mukhya Mantri Gram Samparka Yojana –MMGSY-NDB (BRICS) Bank Assisted		
BRRDA Other Liabilities and Deposit Fund [comprised of residual liabilities of Mukhya Mantri Gram Sadak Yojana (MMGSY), Apki Sarkar Apke Dwar (ASAD), Boarder Area Development Programme (BADP), Special Component Programme (SCP) and Minimum Need Programme (MNP)]	Programme have been closed and contractors deposit and lump-sum amount has been retained for pending works in Mukhya Mantri Gram Sadak Yojana (MMGSY), ASAD, BADP, SCP and MNP in <b>BRRDA Other Liabilities and Deposit Fund</b>	
Mukhya Mantri Gram Sadak Yojana (MMGSY-Old) Maintenance fund		
Flood and Disaster Relief (FDR) Fund		
Muawaja/Compensation Claims		
Koshi Area Rehabilitation Fund		
Preparation of Disaster Shelters and Cattle Shelter		
Institution Development and Capacity Building (ICBD)		
Fund for Preparation of DPRs	These funds are provided to fulfil the administrative and other office expenditure related to specific programme like MMGSY and PMGSY. Grant in aid is to meet the administrative expenses of BRRDA.	
PMGSY Administrative Fund		
MMGSY Contingency Fund		
Grant In Aid Fund		

## 2. Present status of Accounting System and Financial Management System in BRRDA

BRRDA follows cash based double entry system of accounting. Regular accounting personnel (cahiers and accounts clerks) are deployed at PIUs/Divisions who are guided by Divisional Accounts Officers of Accountant General Office. They have been assigned with the responsibilities as prescribed under PWD code and PMGSY accounting manual. Books of accounts related to PMGSY Schemes is maintained on OMMAS R & P Module where as Books of accounts related to State schemes are being maintained at PIUs/Divisions in form of manual cash books and ledgers. Manual accounts are subsequently being put into computerised accounting software to generate various accounting report like Trail balance, ledgers and Balance sheet .

BRRDA has engaged technical qualified assistant accounts managers in every PIUs on contract basis , who prepares and maintains the accounts on computerised system like OMMAs and tally from manual books of accounts .

Fund wise financial statement i.e. trial balance; ledgers and other subsidiary books of are prepared by PIUs/Divisions for every fund for which separate allotment is given by BRRDA through Fund Authorization

letters. The fund wise financial statements of all PIUs are collated with accounts of nodal account to prepare financial statement of every fund. Then an overall consolidated financial statement is prepared for the Society (BRRDA).

This accounting report are prepared following the accounting principles as prescribed in programme specific accounting manual in case of PMGSY and Accounting Manual of BRRDA in case of state schemes.

### **3. Description of Scope of Work**

#### **Objectives of Audit Service**

The objective of the Statutory audit of BRRDA is to obtained independent and professional opinion of the auditor that the annual financial statement of various programmes implemented by BRRDA and consolidated annual financial statement of Society is free from material misstatement and reflects true and fair view of statement of affairs of the society. Similar opinion is required on financial statement of PIUs for financial years 2018-19.

#### **Scope of Work**

The audit will be carried out in accordance with the relevant national standards of auditing and will include such tests and controls as the auditor considers necessary under the circumstances to form an opinion on Annual Financial Statements. In conducting the audit, special attention should be paid to the following:

- (i) All funds received by BRRDA from different sources for different project are spent in accordance with the conditions as laid down in the programme guidelines, Operational Manual and Accounting Manual of the project/ BRRDA and are utilised only for the purposes for which the funds were provided.
- (ii) All expenditure, including procurement of goods and services, have the necessary supporting documentation and have been incurred in accordance with the Governments' rules and relevant financing agreement.
- (iii) Funds transferred to PIUs for incurring expenditure under the project are used for the purposes intended. To establish this, the auditor should visit PIUs and conduct such audit / tests as may be deemed appropriate and necessary for the purposes of the audit.
- (iv) That BRRDA used all the funds in accordance with the relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which they were provided.
- (v) That proper and complete record has been kept as prescribed in the Accounts Manual, and the Operational Manual.
- (vi) That the accounts have been prepared in accordance with consistently applied relevant principles laid down in the Accounts Manual and give a true and fair view of the financial year of receipts, payments, assets and liabilities.

#### **Financial Statements subject to Audit:**

The financial statements of various projects which are covered under scope of work of auditor are listed in Para 1 of section 2. The terms of financial statements shall include-

- i) Balance sheets of every funds received and spent by all 108 PIUs/ Works divisions of BRRDA.

- ii) Receipt and Payment Accounts of every fund received and spent by all 108 PIUs/ Works divisions of BRRDA.
- iii) Income & Expenditure Accounts of all revenue fund (Administrative fund/CNC fund and Maintenance fund) for all 108 PIUs/ Works divisions.
- iv) Receipt and Payment Accounts of all funds received and allotted by BRRDA HO.
- v) Balance sheet of each fund received and allotted by BRRDA HO
- vi) Consolidated Balance sheet –Fund wise
- vii) Consolidated Receipt and Payment Accounts –Fund wise
- viii) Consolidated Income & Expenditure Accounts of BRRDA for revenue fund.
- ix) Consolidated Balance sheet of BRRDA incorporating all funds

### **Audit Reports**

Audit report should contain a statement of independent and professional opinion on Financial Statements. Besides that the audit report should include a separate paragraph commenting on the accuracy and propriety of expenditures shown in the Schedules to the Balance Sheet on expenditure on roads, and others, and the extent to which World Bank can rely on these as a basis for reimbursement.

In case a qualified opinion or disclaimer is given by the auditor, the audit report should state in a clear and informative manner all the reasons for such an opinion.

Audit report to be accompanied by

- **Claim Certificate** in respect of works funded by the World Bank, NDB or the ADB, Listing on ineligible claims, if any and Reconciliation of Statement of Expenditure claims with the actual expenditure as reported in the audited financial statements.
- Scheme wise **Utilization Certificates (UCs)** as per Form 19-A of GFR 2005; duly tallied with the annual financial statement and expenditure on Roads projects during the financial year (which have been shown as capitalized) [Attach a statement showing the details of expenditures clubbed in the Utilisation Certificate tallying with the Income & Expenditure Account and Schedules forming part of it.

BRRDA is a society registered under Societies registration Act 1860 and has been granted registration under section 12 A of Income Tax Act. To comply with the conditions of section 12A of Income Tax Act for tax exemption, an audit report is required to be filed in form 10 B of Income Tax Act. Statutory Auditor firm is required to furnish the same.

### **Compilation of Financial Statements**

The Auditor firm shall be liable to collate the fund wise financial statements of all PIUs and HO's to prepare Annual Financial Statements of the each project and then consolidate financial statement of each components of project and prepare Annual Financial Statements for BRRDA as a whole.

### **Time Period for Submission**

The audited financial statements including the audit report should be submitted to BRRDA **within four (4) months of closing of the financial year.**

### **Management Letter**

In addition to the audit reports, the auditor should prepare a “management letter” in which the auditor should:

- a. give comments and observations, if any, on the accounting records, systems and controls that were examined during the course of the audit;



- b. identify specific deficiencies and areas of weakness (if any) in systems and controls and make recommendations for their improvement;
- c. report on the degree of compliance with the financial/ internal control procedures as documented in the financial manual of the project;
- d. communicate matters that have come to attention during the audit which might have a significant impact of the implementation on the society; and
- e. bring to attention any other matter that the auditor considers pertinent.

The Observations in the Management Letter must be accompanied by a suggested recommendation from the auditors. The audit report and the Management Letter should be placed at Executive Committee before presenting it to General Body meeting.

## Section 3- Instructions to Bidders

### Eligibility Criteria

- (i) The Firm must be a partnership firm with having minimum 10 years of existence as per ICAI records.
- (ii) Number of full time fellow partners associated with the firm should not less than Two (2).
- (iii) The firm must be empanelled with C&AG for FY 2018-19.
- (iv) Minimum no. of audit assignments (statutory or internal audit assignment) of Government Programmes/ schemes or externally aided projects funded by international funding agencies performed by the auditor firm should not be less than 5.
- (v) Average annual Turnover of the firm in the last three financial years should not be less than ` 25 lacs.
- (vi) The head Office or branch office of the Firm should be situated in Bihar.
- (vii) The firm or any partners of the firm should not be blacklisted by any Government Department, PSUs, or any other government organisation in respect of any assignment or behaviour.

**Supporting Documents for Eligibility Criteria:** The firm must submit following supporting documents to establish the minimum eligibility criteria.

- For point no. i, ii & vi above, the firm must submit an attested copy of Certificate issued by ICAI as on 01.01.2019.
- For point no. iii the firm must submit, a copy of the empanelment letter issued by C & AG Office.
- For point no. v audited Balance Sheet & Profit & Loss Account for the last three years
- For point no. iv, the firm must submit a copy of the work order/appointment letters issued by the Auditee Organizations. ***Branch Audit of any Bank shall not be considered while taking into account the total number of assignments.***
- For point no. vii, a Self attested affidavit on Rs.100/- stamp paper is to be given in this regard by the authorised person of the firm.

Note :- The outgoing auditor firm is not eligible to apply for the assignment. The firm which has performed statutory audit for more than 5 years are also not eligible to participate in the bid unless 5 years rotation period has elapsed.

***Note :- Information related to Eligibility Criteria shall be submitted in Tech-2.***

### Preparation of the Proposal

Auditor's Proposal (the Proposal) will consist of two (2) components

- (i) **Envelope I:** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Evidences of proving Bid Eligibility shall be placed in Envelop-I
- (ii) **Envelope II:** a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

The Proposal should include a cover letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. This outer envelope shall bear the submission address, reference number and title of the Assignment, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED.**"

## TECHNICAL PROPOSAL

### General

- (i) The Technical Proposal shall not include any information related to financial proposal and any Technical Proposals containing information related to financial proposal shall be declared non-responsive.
- (ii) The applicants need to refer to the **Technical Evaluation Criteria and Scoring System** as given in **Table- A of Section-3**.
- (iii) Marks will be assigned as per given scoring system, however applicants needs to furnish information in prescribed Technical Form mentioned appropriately in Technical proposal content .

### Technical Proposal Content

The Technical Proposal shall contain information indicated in the following paragraphs from (i) to (x) using the Standard Technical Proposal Forms (**FORM TECH-1 to Form TECH-5**).

- (i) A brief description of the organization and outline of recent experience of the Auditor on assignments of a similar nature is required in prescribed form. For each assignment, the outline should indicate *inter-alia*, the assignment, contract amount and the Auditor's involvement.
- (ii) A concise, complete, and logical description of how the Auditor's team will carry out the services to meet all requirements of the TOR.
- (iii) **Approach and Methodology and Work Plan** : As there are a large number of PIUs, and time bound completion schedule prescribed for the assignment good approach and methodology and a comprehensive work plan is required to accomplish the assignment in professional and independent manner. A team of sound professional and technical qualification and skill set needs to be deployed under supervision and administrative control of experienced and commanding team leader to deliver the output in time bound schedules. Minimum four teams are required to be deployed for the assignment. The team(s) for the assignment (including those for audit of district & sub district level programme implementing units) must be headed by a qualified Chartered Accountant with one semi-qualified C.A. (C.A. Inter) and two support staff (Junior Auditor). The number of teams may be constituted in a manner that each team does not have responsibility for audit of more than (8) to (10) districts in the State. The technical proposal must clearly elaborate on the team composition as given in para Personnel Qualification and Experience . The Approach and Methodology and Work Plan shall be described in **Tech-5** and **Tech-6**

A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.

Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Auditor clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Auditor's Staffing Schedule.

- (iv) The Technical Proposal shall not include any information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared non responsive.
- (v) **Personnel Qualification and Experience**

Keeping in view no of PIUs and no of fund based accounts to be audited and compilation of works in hand following no of team composition with prescribed qualification and experience is required to be deployed :-

<b>Key Professionals</b>	<b>Prescribed Qualifications and Experience</b>	<b>Number of Experts</b>	<b>Person months Up to</b>
Team Leader /Partner/ Audit Manager	Qualified Chartered Accountant with at least 7 years experience as a partner with expertise in the area of statutory audit planning, execution and reporting.	<b>One</b>	<b>Upto conclusion of full Audit assignment  (may vary according to requirement of the assignment)</b>
Deputy Team Leader	Qualified Chartered Accountants with at least 3 years experience in statutory audit with ability to lead the team & expertise in the area of statutory audit planning, execution and reporting.	<b>Four</b>	<b>Upto conclusion of full Audit assignment</b>
Audit Associate	CA Inter with at least 2 years experience in Statutory audit/Internal audit/ compilation	<b>Four</b>	<b>Upto conclusion of full Audit assignment</b>
Team member	Graduate – preferably CA(Inter) or trainees (Article Clerks) ;	<b>Eight</b>	<b>Upto conclusion of full Audit assignment</b>

- a) The name, proposed position, qualification, association with the firm, and professional experience of each nominated expert, with particular reference to the type of experience required for the services should be submitted in **Tech-3A, Tech-3B and Tech-5B** format.
- b) Self certified resume of Team Leader and Deputy Team leader should be enclosed with the proposal form.
- c) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory.
- d) If required at all, any nominated team member can be replaced with the professional of higher or at least matching qualification and experience with the approval of BRRDA.

**(vi) Relevant Experience of firm :**

Minimum no. of audit assignments of statutory audit, audit of project financial statement or internal audit of Government Programmes/ schemes/projects/ Societies / Corporations/PSUs including audit in multilevel agency should not be less than 5 as prescribed in Eligibility Criteria. However marks have been assigned for relevant experience of firms as provided in **Form Tech-4**

## FINANCIAL PROPOSAL

- (i) All information provided in Auditors' Financial Proposal will be treated as confidential.
- (ii) The Financial Proposal is to be submitted in **the Fin 1 and Fin 2 (including Fin 2A and Fin 2B)** formats enclosed.
- (iii) No proposed schedule of payments should be included in Auditors' Financial Proposals.
- (iv) Auditors shall quote the rates in Indian National Rupees only.
- (v) Financial proposals submitted by the firm should be valid for 6 months from the date of submission of the proposal by the firm.
- (vi) The rates to be quoted shall be in the format given in Data Sheet and it shall include all costs / expenses and statutory taxes excluding GST. The Client shall pay GST as applicable on prevailing rates.

### Submission, Receipt and Opening of Proposals

- (i) The original Proposal (Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Auditors themselves. Any such corrections, interlineations or overwriting must be initialled by the person(s) who signed the Proposal.
- (ii) An authorized representative of the Auditor shall initial all pages of the original copy of the Financial Proposal. No other copies are required.
- (iii) The Technical Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. All required copies of the Technical Proposal as specified in the Data Sheet will be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- (iv) The original and all copies of the Technical Proposal to be sent to the Client shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL.**" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes (**Envelope 1 – and Bid Eligibility Documents and Technical Proposal and Envelope 2 – Financial Proposals**) shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and title of the loan project, and other information indicated in the Data Sheet. **If the Financial Proposal is not submitted by the Auditor in a separate sealed envelope and duly marked as indicated above, this will constitute grounds for declaring both Technical and Financial Proposals non-responsive**
- (v) Proposals must be delivered at the indicated Client submission addresses on or before the time and date stated in the NIT

### Evaluation of Technical Proposal

- 1 From the time the Proposals are opened to the time the contract is awarded, the Auditor should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Auditor to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the Auditor's Proposal.
- 2 The eligibility criteria will be first evaluated as defined in **Notice Inviting Request for Proposals** for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- 3 The Client's 'Purchase Committee' (PC) will be responsible for evaluation and ranking of Proposals

- received.
- 4 The PC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified in the Table A of Section-3. Each Technical Proposal will receive a technical score. A Proposal shall be rejected if it does not achieve the minimum prescribed marks in technical proposal mark i.e 70% marks out of maximum of 100 points assigned for technical part.
  - 5 A Technical Proposal may not be considered for evaluation in any of the following cases:
    - (i) the Technical Proposal was submitted in the wrong format;
    - (ii) the Technical Proposal included details of costs of the services; or
    - (iii) the Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.
  - 6 After the technical evaluation is completed, the Client shall notify Auditors whose Proposals did not meet the minimum qualifying technical mark or Auditors whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. The Client shall simultaneously notify, in writing to Auditors whose Technical Proposals received a mark of 70 or higher, indicating the date, time, and location for opening of Financial Proposals. (Auditors' attendance at the opening of Financial Proposals is optional).
  - 7 The BRRDA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the BRRDA hereunder.
  - 8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Auditor either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BRRDA without the BRRDA being liable in any manner whatsoever to the Applicant or Auditor, as the case may be.
  - 9 In such an event, the BRRDA shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
  - 10 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
  - 11 Clarifications: To facilitate evaluation of Proposals, the BRRDA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by BRRDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such

interpretation of the BRRDA.

### **Evaluation of Financial Proposals**

Financial Proposal will be opened at the public opening before representatives of Auditor's firm who choose to attend .

- (i) The marks of each Technical Proposal will be read out aloud.
- (ii) Each Financial Proposal will be checked to confirm that it has remained sealed and unopened.
- (iii) The Client's representative will open each Financial Proposal. Such representative will read out aloud the name of the Auditor and the total price shown in the Auditor's Financial Proposal. This information will be recorded in writing by the Client's representative.
- (iv) Firm quoting fee less than minimum audit fee as prescribed in Notice inviting proposal i.e. ₹5,12,000/- shall be disqualified.

### **Evaluation of Financial Proposals**

Following the ranking of Technical Proposals, selection shall be based on **Quality cum Cost Based Selection (QCBS)** method . The cost should be exclusive of GST. The firm whose quoted rate is found lowest will be invited to negotiate the contract.

- 1 The tender committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Auditor, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:
  - (i) complete, to see if all items of the corresponding Technical Proposal are priced; if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors.
  - (ii) computational errors if there are errors these will be corrected;
  - (iii) other errors, such as activities which are shown as different time lines in technical proposal and different in financial; price for these will be based on the technical proposal.
- 2 The detailed contents of each Financial Proposal will be subsequently reviewed by the Client.
- 3 The method of selection shall be based on **Quality cum Cost Based Selection (QCBS)**. The Cost should be exclusive of GST and it will pay at a rate applicable at the time of billing.
- 4 The lowest priced Financial proposal will receive the maximum score of 100 marks
- 5 The score for each Financial Proposal will be inversely proportional to its Total Price (TP) and will be computed as follows:-

$$Sf = 100 \times Fm/F$$

Where:

Sf is the financial score of the Financial Proposal being evaluated

Fm is the TP of the lowest priced Financial Proposal

F is the TP of the Financial Proposal under consideration.

**Ranking of Proposals :** Following completion evaluation of Technical and Financial Proposals, final ranking will done by applying a weightage of 75 percent and 25 percent respectively to the technical financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each bidder

### **Contract Negotiations and Award of Contract**

- 1 The Auditor who is invited for contract negotiations will, as a pre-requisite for attendance at the



negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Auditor in case of QCBS method. Representatives conducting negotiations on behalf of the Auditor must have written authority to negotiate and conclude the Contract

- 2 Technical Negotiations: This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Auditor to improve the TOR. The Client and the Auditors will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Auditor.
- 3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Auditor will initial the agreed Contract.
- 4 After completing negotiations the Client shall award the Contract to the selected Auditor and notify the other Auditors who could have been invited to negotiate a Contract that they were unsuccessful. When FBS, LCS or QCBS is used, after Contract signature the Client shall return the unopened Financial Proposals to the Auditors whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive
- 5 The selected Auditor is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

### **Duration of Assignment**

The duration of assignment is initially for one year i.e. to express a professional opinion on the annual financial accounts of BRRDA, including the PIUs for financial years 2018-19 which may further be extended for three years on satisfactory performance on mutual consent.

### **Payment Schedule**

This is an output-based Contract payable 100% of contract value - On submission of final Audit report along with Audited Financial Statements

### **The Statutory Auditor shall submit separate bills for audit of financial statement and consolidation of financial statement**

The Bill should be in confirmation with fees agreed upon in signed contract.

Payments shall be made on submission of pre-receipted bills by the Auditors in quadruplicate.



**Table- A**  
**TECHNICAL PROPOSAL EVALUATION CRITERIA AND SCORING SYSTEM**

Sl. No.	Criteria	Scoring	Maximum Points	Documentation
1	<b>Long Standing of the firm</b>	1 Point for each year of existence over 10years	10	Date of Constitution of the firm as evidence from the firm constitution certificate issued by ICAI <i>Applicable Technical Proposal Form- Tech-2</i>
2	<b>Turnover</b> of the firm for the last three financial years	<ul style="list-style-type: none"> <li>• 15 points for avg. annual turnover of above ₹ 75 lacs in last three FYs.</li> <li>• 8 points for avg. annual turnover above ₹ 50 lacs upto 75 lacs above in last three FYs</li> <li>• 4 points for avg. annual turnover ₹ 25 lacs and above upto 50 lacs in last three FYs.</li> </ul>	15	Self-certified; the PAF will provide the total turnover and the Specified Turnover “Turnover” would mean the professional fee earned excluding service tax/ GST. <i>Applicable Technical Proposal Form- Tech-2</i>
3.	<b>Experience and Association of Partners</b>	<ul style="list-style-type: none"> <li>• 3 points for each Partner with PQE of 10 years or more with the firm.</li> <li>• 2 points for each Partner with PQE of 5 years or more with the firm.</li> <li>• 1 points for each Partner with PQE of 2 years or more with the firm.</li> </ul>	15	List of Partners with date of qualification and number of years of PQE with the firm supported by the latest firm constitution certificate issued by ICAI. <i>Applicable Technical Proposal Form- Tech-3A</i>
4	<b>Experience and Association of qualified full time Staff</b> (being CAs or Cost Accountant)	<ul style="list-style-type: none"> <li>• 2.5 points for each full time staff with PQE of 10 years or more with the firm</li> <li>• 2 points for each full time staff with PQE of 5 years or more with the firm</li> <li>• 1 point for each full time staff with PQE of more than 1 year with the firm</li> </ul>	10	List of full time staff with date of qualification and number of years of PQE with the firm supported by the latest firm constitution certificate issued by ICAI Documentation showing the qualifications and experience of staff other than CAs <i>Applicable Technical Proposal Form- Tech-3B</i>
5	<b>Experience</b> of the firm in Audit of Financial Statements/ Internal Audit of:			List of the clients audited by the firm and signed under the firm name only, giving the date if issue of the audit report and self attested copies of the appointment letters. <i>Applicable Technical Proposal Form- Tech-4</i>
a.	Projects financed by bilateral or multilateral agencies	2 points for each project	10	
b	Projects in the same sector (other than above)	2 points for each project	10	
c	Organization implementing other	2 points for each Organization	10	

	government projects (other than above)			
6	Presence in the state where project headquarters is located	<ul style="list-style-type: none"> <li>• 10 points if the head office of the applicant firm is located in the same place as the project headquarters</li> <li>• 5 points if a head office of the applicant firm is located in the same state as the project headquarters for at least 5 years</li> <li>• 3 points if either the branch or HO is in existence of state for less than 5 years but more than 3 years</li> </ul>	10	<p>Latest firm constitution certificate issued by ICAI Date of establishment of the branch and name of Partner/CA qualified employee in charge of the firm</p> <p><i>Applicable Technical Proposal Form- Tech-2</i></p>
7	Proposed Methodology and Work Plan	<ul style="list-style-type: none"> <li>• Maximum 4 points for elaborate and detailed activity-wise work plan given in Tech 5A of technical proposal form.</li> <li>• Maximum 6 points for proposed deployment schedule given in Tech-5B of technical proposal</li> </ul>	10	<i>Applicable Technical Proposal Form- Tech-5A &amp; Tech-5B</i>
		<b>Total</b>	<b>100</b>	

**Note:-**

- i. **Statutory Branch Audit/concurrent audit/ internal audit and revenue audit of banks including public sector bank carried no marks . Therefore applicants need not to mention and enclose work orders / appointment letters related to those assignments.**
- ii. **Applicants need not to mention the assignments related to Tax audit and audit of private incorporations/ societies as these assignments also carries no marks.**

## **SECTION 4: TECHNICAL FORMS**

## FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Additional Chief Executive officer cum secretary  
Bihar Rural Roads Development Agency (BRRDA)  
Rural Works Department, Bihar, Patna  
3rd Floor, Land Development Bank,  
Budh Marg. Patna-800001  
Phone: (0612) 2233198, 2233063, Fax: (0612) 2233199  
Email- acct.brrda@gmail.com.com

Dear Sir/Madam:

We, the undersigned, offer to undertake Statutory Audit Assignment of Bihar Rural Road Development Agency in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We undertake, if our Proposal is accepted, to initiate the Statutory Audit work related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM TECH-2: AUDITOR'S ORGANIZATION AND EXPERIENCE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Information to be filled</b>	<b>Documents Enclosed &amp; Reference Page No.</b>
<b>A.</b>	<b>Firm's Profile and Eligibility</b>		
1	Name of the Firm:		
2(a)	Address of Head Office	Phone No: Fax No:	Attach copy of Firm Constitution certificate issued by ICAI as on 01.01.2019.
2(b)	Address of Branch Office situated in Bihar	Mobile No of Office-in-charge	
3(a)	Firm Registration No. and Date of establishment of the firm		-Do-
3(b)	Firm's Income Tax PAN No.		Attach copy of PAN card
3(c)	Firm's GST No.		Attach copy of Registration
4	Empanelment No. with C&AG		Attach proof of empanelment with C&AG for FY 2018-19.
5	No. of Years of Firm Existence & Date of establishment of Firm		Attach copy of certificate issued by ICAI as on 01.01.2018.
6	Turnover of the Firm in last three years (FY 2015-16,2016-17 and 2017-18)	TO of FY.2015-16-	Attach balance sheet and P&L Account of the last three years.
		TO of FY.2016-17-	
		TO of FY.2017-18-	
		Average TO of last three years -	
7	Eligible Audit Assignments performed by the Firm (as prescribed in Eligibility Criteria)	<ul style="list-style-type: none"> <li>• Name of Audit assignment/Project -</li> <li>• Nature of Assignment-</li> <li>• Financial Year (coverage) of assignment –</li> <li>• Audit Fee -</li> </ul>	Copy of the Work Order/ Appointment letter & the Fee Charged
6	Details of Full time fellow Partners associated with the firm	<ul style="list-style-type: none"> <li>• Name of Partner,</li> <li>• Date of becoming ACA and FCA</li> <li>• Date of joining the firm</li> <li>• Their Contact No., email and full address.</li> </ul>	Attach copy of certificate issued by ICAI to partners (Members card)

**Firm's Name:** .

**Signature of Authorized Representative:**

**FORM TECH-3 A**

**NAME, QUALIFICATION AND EXPERIENCE OF ASSOCIATED PARTNERS**

*(Please provide a self attested copy of Firm Constitution Certificate issued by ICAI as on 01.01.2019 for each qualified staff)*

S. No.	Name of Partners	Membership No.	Status (ACA or FCA)	Date of becoming CA	Year of Association with the Firm	Relevant Experience	Reference Page No of attached Resume
1							
2							
3							
4							
5							

**FORM TECH-3 B**

**NAME, QUALIFICATION AND EXPERIENCE OF ASSOCIATED QUALIFIED FULL TIME STAFF**

S. No.	Name of Qualified Staff	Qualification	Date of CA/CMA/Other technical qualification	Date of Association with the Firm	Year of Association with the Firm	Reference Page No of attached Resume
1						
2						
3						
4						
5						

**FORM TECH-4 A**

**RELEVANT EXPERIENCE OF FIRM**

Sl. No.	Name of Auditee Organization	Type of Organization (Government Department/ Government Societies/ Corporation)	Name of the Project assignment	Nature of Assignment (Statutory Audit/Internal Audit/ Audit of Project Financial Statements)	Funding Pattern (CSS/SSS/ EAP)	Year of Engagement	Reference Page No of attached Work Order/ Appointment Letter

( please mention details of work Experience e.q. State Health Societies/Education Projects/Rural Development Societies /DUDA/ PRIs/Government Corporation etc. either of (A)Statutory Audit (B)Internal Audit (C) Compilation Assignment **in appropriate column**)

(\* CSS- Centrally Sponsored Schemes

SSS – State sponsored schemes

EAP- Externally aided Project)

## FORM TECH-5

### DESCRIPTION OF APPROACH & METHODOLOGY WORK PLAN FOR PERFORMING THE AUDIT OF BRRDA HO & 108 PIUS

A. **Technical Approach** :

The firm should explain the understanding the objectives of the assignments, approach to the services, methodology for the carrying out the activities and obtaining the expected output, and the degree of the detail of such output.

B. **Work Plan along with the time required for each work/ assignment in the State/ District/ Blocks etc:**

The firm should propose the main activities of the assignment, their content and duration, phasing and inter-relations, milestones (including interim approval by the SHS), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach showing understanding of the TOR and ability to translate them in to a feasible working plan.

C. **Comments and Suggestions on the Terms of Reference**

Firm can present with justifications here, any modifications or improvements to the Terms of Reference which can significantly improve performance in carrying out the assignment (such as deletion of some activity which the firm considers unnecessary, adding other activities of significance, re-organizing the activities, additional human resource required at various levels etc. Such suggestions should be concise and to the point, and incorporated in the proposal.



**FORM TECH-5A  
WORK PLAN AND SCHEDULE**

No.	Activity <sup>1</sup>	Months <sup>2</sup>			
		1	2	3	4
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

- 1 Indicate all main activities of the assignment as per audit Audit Plan including Verification of Opening balances, HO-PIU reconciliation, Audit of PIU, Bank Reconciliation, compilation of Financial Statment delivery of reports/ deliverables as per Terms of Reference & Scope of Work (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

**FORM TECH-5B  
PROPOSED TEAM DEPLOYMENT FOR THE ASSIGNMENT**

Sl. No.	Position/Role	Name of the Qualified Professional	Qualification and Experience	Association with the Firm	Proposed time period of Engagement

Provide detail of Team leader/Managing partner, Deputy team leader, qualified audit associate and other technically qualified persons to be deployed on the assignment.

**SECTION 5: FINANCIAL PROPOSAL FORMS**

**FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

Additional Chief Executive Officer-cum-Secretary  
Bihar Rural Roads Development Agency (BRRDA)  
Rural Works Department, Bihar, Patna  
3rd Floor, Land Development Bank,  
Budh Marg. Patna-800001  
Phone: (0612) 2233198, 2233063,  
Email- acct.brrda@gmail.com

Dear Sir /Madam:

We, the undersigned, offer to provide the Auditing services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.11 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## FORM FIN-2: SUMMARY BY COSTS

### FINANCIAL BID FOR STATUTORY AUDIT OF BIHAR RURAL ROADS DEVELOPMENT AGENCY (BRRDA)

S.No	Description of Services	Fee		
		Audit	Compilation	Total
[A]	Manpower Cost [As per 2A]			
[B]	Overhead Cost [As per 2B]			
	Total [A+B]			
[D]	Add: GST as per prevailing Rate			
[D]	Total Audit fee including GST			

**FIN 2A: MANPOWER COST**

<b>Sl. No</b>	<b>Name</b>	<b>Position</b>	<b>Input Month</b>	<b>Rate (INR)</b>	<b>Cost (INR)</b>	<b>Audit Fees</b>	<b>Compilation Cost</b>
1							
2							
3							
4							
5							
<b>TOTAL (2A)</b>							

**FIN 2B: OVERHEAD COST**

<b>Sl. No</b>	<b>Cost Element</b>	<b>Input</b>	<b>Rate (INR)</b>	<b>Cost (INR)</b>	<b>Audit Fees</b>	<b>Compilation Cost</b>
1						
2						
3						
4						
5						
<b>TOTAL (2B)</b>						

## **SECTION 6: STANDARD CONTRACT**

**Agreement between Bihar Rural Road Development Agency and..... (Name of Auditor Firm) in respect of Statutory Audit of BRRDA including its PIUs.**

1. This CONTRACT is made the [day] of the [month], [year], between the ----- (Name of BRRDA and office address) [hereinafter called the “Employer”], of the first part and, [name of the Auditor Firm] (hereinafter called the “Auditor Firm”).

**WHEREAS**

The Firm having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated \_\_\_\_\_ issued by the Employer ; and The “Employer” has accepted the offer of the Auditor Firm to provide the services on the terms and conditions set forth in this Contract.

2. Set out below are the terms and conditions under which Auditor Firm has agreed to carry out for BRRDA the above-mentioned assignment specified in the attached Terms of Reference (TOR).
3. For administrative purposes, Additional Chief Executive Officer of Bihar Rural Roads Development Agency (BRRDA) has been assigned to administer the assignment and to provide of Auditor Firm with all relevant information needed to carry out the assignment. The services will be required for **about \_\_\_\_ years commencing from \_\_\_\_\_ to \_\_\_\_\_**. Performance of the agency would be reviewed at the end of each year based on definite measurable indicators and the contract may be terminated after giving one month notice if performance of the agency is found unsatisfactory.
4. The Employer may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the Auditor Firm shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Auditor Firm will provide the BRRDA with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

5. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
6. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of State Government.
7. This Agreement will become effective upon confirmation of this letter by Auditor Firm and will terminate on \_\_\_\_\_, or such other date as mutually agreed between the BRRDA and the Auditor Firm.
8. Payments for the services for every year will not exceed the total amount of Rs. \_\_\_\_\_. The BRRDA will pay the firm within 30 days of receipt of pre-receipted bills duly verified by the designated officer of the BRRDA in duplicate for respective stages as follows:

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Consultant]. In case the number of PIUs is increased or decreased, the amount of audit fees shall be determined pro rata.

9. The [Name of Consultant] or Firm will be responsible for appropriate insurance coverage. In this regard, the [Name of Consultant] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Auditor Firm shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [Name of Consultant] or its staff. The [Name of Consultant] shall provide the BRRDA with certification thereof upon request.
10. The [Name of Consultant] shall indemnify and hold harmless the Employer against any and all claims, demands, and/or judgments of any nature brought against the Employer arising out of the services by the [Name of Consultant]



under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

11. The [Name of Consultant] agrees that, during the term of this Contract and after its termination, the Auditor Firm and any entity affiliated with the [Name of Consultant], shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
12. All final plans, reports and other documents or software submitted by the [Name of Consultant] in the performance of the Services shall become and remain the property of BRRDA. The [Name of Consultant] may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the BRRDA.
13. The [Name of Consultant] undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
14. The [Name of Consultant] will not assign this Contract or sub-contract or any portion of it without the BRRDA prior written consent.
15. The [Name of Consultant] shall pay the taxes, duties fee, levies and other impositions levied under the applicable law and the BRRDA shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.
16. The [Name of Consultant] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the BRRDA written permission.

17. Given that submission of audit report by stipulated time is of utmost importance, the [Name of Consultant] agrees to pay to BRRDA penalty of 2% of contract value for each month or part of month of delay beyond 30<sup>th</sup> September each year.

18. Settlement of disputes:

- (i) The parties use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.
- (ii) Any dispute between the parties as to matters arising pursuant to this agreement, which cannot be settled amicably within thirty (30) days after receipt, by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in clause 17 (iii) hereof.
- (iii) If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between the [Name of Consultant] and BRRDA shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act, 1996.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In the presence of

(Signature & Designation of the authorized representative of BRRDA)

(Witnesses)

- (i)
- (ii)

In presence of

(Name/Signature of the authorized representative of Auditor Firm)

(Witnesses)

- (i)
- (ii)

## **Section 4: TERMS OF REFERENCE**

*[As per RFP]*

## **Section 5: SCHEDULE OF PRICES**

*[As per RFP]*

## **Section 6 : MINUTES OF CONTRACT NEGOTIATIONS**

## APPENDICES

## Resume

Name:

Address:

DOB:

ACA Date:

Mob. No.:

e-mail:

Professional & Technical Qualification:

S.No.	Degree	Board/University	Year of Passing	Remark

Working Experience:

S.No.	Name of Assignment	Organisation/ Department Name	Duration of Assignment	Role	Remark

Brief Description of Technical Expertise:

Date:

Signature

Place: