

# **BID DOCUMENT**

## **Selection of CAG Empanelled Chartered Accountant Firm for Appointment as Auditor of Odisha Urban Infrastructure Development Fund (OUIDF) for the Financial Years 2020-21 to 2022-23**



**ODISHA URBAN INFRASTRUCTURE DEVELOPMENT FUND**

**A Trust of**

**Housing and Urban Development Department**

**Govt. of Odisha**

Tel: : 0674-2436396 , 2436397

## CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page No.</b>
<b>1</b>	<b>Invitation for Proposal</b>	<b>3-4</b>
1.1	Background	3
1.2	Requirement & Status of Books of Accounts of ULBs	3
1.3	Invitation for Request for Proposal	3
1.4	Audit Fees	4
1.5	Bidders Data Sheet	4
<b>2</b>	<b>Instructions to Bidders</b>	<b>5-7</b>
2.1	Definitions	5
2.2	General Instructions to the Bidder	5
2.3	Disqualification	6
2.4	Right to Accept or Reject Proposal	6
2.5	Validity of RFP	6
2.6	For Clarification	6
2.7	Amendment and Clarification	6
2.8	Submission of Proposal	7
2.9	Procedure for the Opening of the Proposals and Selection	7
<b>3</b>	<b>Evaluation of Proposals</b>	<b>8-10</b>
3.1	Evaluation of Proposal (Eligibility Criteria)	8
3.2	Evaluation of Technical Proposal/ Scoring Pattern	9
3.3	Award of Contract	10
3.4	Legal Jurisdiction	10
3.5	Responsibilities & Support by OUIDF	10
3.6	Responsibilities of Selected Bidder of Audit	10
<b>4</b>	<b>Objectives and Scope of Work</b>	<b>10-12</b>
4.1	Objectives of Audit	10
4.2	Scope of Work	10
4.3	Deliverables , Timelines and Payment Scheduling	12
<b>5</b>	<b>Technical Proposal (Annexure –1)</b>	<b>13-18</b>
5.1	Format for Covering Letter	14
5.2	Registration with ICAI (Form-1) & Financial Turnover Statement (Form-2)	16
5.3	Assignment Details (Form-3)	17
<b>6</b>	<b>Draft copy of the agreement which the successful Bidder is to be entered with the H &amp; U D dept. (Annexure-2)</b>	<b>18-20</b>

## **1.1 Background:**

The Government of Odisha has set up a Trust under the Indian Trusts Act, 1882 namely "Odisha Urban Infrastructure Development Fund (OUIDF)" in the Housing & Urban Development for the purpose of developing and financing Infrastructure Projects under taken by Urban Local Bodies, Statutory Bodies, Public Sector Undertakings and Private Investors and attract inter alia, investments, professional advice from institutions for financing infrastructure projects.

OUIDF is also the Financial Intermediary for Projects under Atal Mission for Rejuvenation & Urban Transformation (AMRUT) being implemented in the State of Odisha.

The Board of Trustees of OUIDF is headed by the Chief Secretary, Odisha with six other Trustees to collectively manage and administer the affairs of the Trust and Trust Funds.

## **1.2 Requirement & Status of Books of Accounts of OUIDF & OUIDF-AMRUT**

### **1.2.1 Books of Accounts of OUIDF & OUIDF-AMRUT**

- Status of Audit up to Financial Year 2019-20:

. The Audit is completed up to financial year 2019-20 and the Auditor has certified the financial, statements such as Balance Sheet, Statement of Income & Expenditure, Statement of Receipts & Payments and Bank Reconciliation Statement.

- Financial year 2020-21:

The Books of Accounts for F.Y: 2020-21 are being maintained on a daily basis both manually and in Tally ERP 9 for both OUIDF & OUIDF-AMRUT

## **1.3 Invitation for Requests for Proposal (RFP):**

Odisha Urban Infrastructure Development Fund (OUIDF), a wholly-owned Trust of the Housing and Urban Development, Government of Odisha proposes to appoint CAG empanelled Chartered Accountant (CA) firms as Auditor to examine the Books of Accounts and related documents and records of OUIDF for the Financial Years 2020-21 to 2022-23, the details of which are available in on the Scope of Work of this RFP. Under this assignment, OUIDF now invites proposals complete in all respect from the CAG empanelled CA firms to accomplish the above assignment.

## **1.4 The Audit Fees will be as follows:**

The Audit Fees to be paid to the successful Bidder on completion of Audit of OUIDF for both OUIDF & OUIDF-AMRUT Funds in each Financial Year will be as follows:

- Rs. 35,000/- (Rupees Thirty Five Thousand ) for each Financial Year  
This amount is exclusive of Goods & Services Tax (GST). GST will be paid in addition to the fees with the rate as applicable.

## 1.5 Bidders Data Sheet

1.	Name of the Assignment	<b>Selection of CAG Empanelled CA firm for Appointment of Auditor in OUIDF</b>
2.	Language of documentation	English
3.	Method of Selection	<b>Quality Based Selection (QBS) Method</b>
4.	No of Copies of Proposal	<b>1 (One) copy of Proposal</b>
5.	Address for submission of the Bid	<b>Secretary, OUIDF &amp; DMA &amp; Additional Secretary to Govt., H &amp; UD Deptt. Odisha Urban Infrastructure Development Fund (OUIDF) State Urban Development Agency Campus, 1<sup>st</sup> Floor, Plot No. 172, Viveknanda Marg, Near BMC Office Bhubaneswar-751014, Odisha</b>
6.	Contact person	<b>Finance Advisor-cum-Administrative Officer, Odisha Urban Infrastructure Development Fund</b>
7.	Date of Issue of RFP	<b>11-02-2021</b>
8.	Mode of Submission	Proposals complete in all respect should be submitted to the inviting Authority through <b>Speed Post / Registered Post / By Hand only (not through private courier)</b> . Authority will not be responsible for postal delay or any other consequences.
9.	EMD	<b>Rs. 3,000/-</b> (Rupees Three Thousand Only) to be submitted along with the bid proposal in shape of DD in favour of <b>“The Secretary, Odisha Urban Infrastructure Development Fund”</b> of any nationalised Bank payable at Bhubaneswar.
10.	Last date and time for submission of Bid	<b>26-02-2021 up to 03.00 PM. The bids received beyond the stipulated timeline will be out-rightly rejected.</b>
11.	Date and time for opening of technical proposal	<b>26-02-2021 at 03:30 AM in Conference Hall of Odisha Urban Infrastructure Development Fund (OUIDF) at Bhubaneswar</b>

## **Instructions to Bidders**

### **2.1. Definitions**

- i. **"Applicable Laws" means** all laws, promulgated or brought into force and effect by the Government of Odisha or the Government of India including rules and regulations made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- ii. **"Accounting Year" means** the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- iii. **"OUIDF" means** Odisha Urban Infrastructure Development Fund, a wholly-owned Trust of the Housing & Urban Development Department, Govt. of Odisha set up under the Indian Trusts Act, 1882.
- iv. **"AMRUT" means** Atal Mission for Rejuvenation and Urban Transformation
- v. **"OUIDF-AMRUT" means** AMRUT Projects implemented in the State of Odisha for which OUIDF is the Financial Intermediary
- vi. **"C & A G "means** Comptroller and Auditor of General of India.
- vii. **"Chartered Accountants" means** Firm of Chartered Accountants as under the Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) registered with the ICAI (The Institute of Chartered Accountants of India)
- viii. **"Department" means** Housing & Urban Development Department
- ix. **"Firm" means** Firm of Chartered Accountants.
- x. **"GOI" means** Government of India.
- xi. **"GoO" means** Government of Odisha.
- xii. **"HoD" means** Head(s) of Department.
- xiii. **"KfW" means** KfW Bankengruppe, a German Government-owned Development Bank from which OUIDF has acquired Lines of Credit through Govt. of India and Govt. of Odisha for funding of Infrastructure Projects in Odisha
- xiv. **"RFP" Request for Proposal.**

### **2.2. General Instructions to the Bidder:**

1. This enquiry is in the nature of Request for Proposal intended to hire services of CAG empanelled Firms of Chartered Accountants to appoint as Auditor to examine the Books of Accounts of OUIDF covering both OUIDF and OUIDF-AMRUT Funds for the Financial Years 2020-21 to 2022-23.
2. The Chartered Accountant Firm shall be required to undertake the assignments as mentioned in Section 4: Scope of Work of this RFP
3. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidders own risk and may be liable for rejection.
4. In addition to the identification the envelopes containing the proposals shall mention the name and address of the Bidder.
5. No Bidder is allowed to modify, substitute or withdraw the proposal after its submission.

### 2.3. Disqualification:

OUIDF may at its sole discretion and at any time during the evaluation of the Proposal disqualify any Bidder if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- Withdrawal of Proposal by the Bidder after the Proposal Due Date will lead to forfeiture of the Bid Security.
- Declared as ineligible by Gol/State Govt Agencies for corrupt, fraudulent practices or has been blacklisted/debarred/Criminal case against Firm or any of the Partners.
- A Bidder's proposal may be rejected if it is determined that the Bidder has engaged in corrupt, fraudulent or unfair trade practices.
- Firm shall submit the RFP which does not satisfy each and every condition laid down in the notice and RFP documents, failing which the RFP will be liable for rejection.
- Does not submit the bid before the stipulated timeline to the inviting authority
- Does not attach the required documents along with the RFP.

### 2.4. Right to Accept or Reject Proposals:

OUIDF reserves the right to annul the RFP process, or to accept or reject any proposal, in whole or part without assigning reasons and without any obligation to inform and without incurring any liability to any of the Bidders.

### 2.5. Validity of Bid:

The Bid submitted by the Bidders shall remain valid for a period of **90 days** from the last date of submission of RFP.

### 2.6. For Clarification:

If the Bidders require any clarification in the bid document he is required to submit the queries by E-mail to [ouidf.hudd@gmail.com](mailto:ouidf.hudd@gmail.com).

### 2.7. Amendments and Clarification for RFP:

OUIDF during the process of evaluation of Proposals may at its discretion ask Bidders for clarifications on their proposals and the Bidders shall respond within the time frame as may be mentioned. Further OUIDF reserves the right to modify/amend the contents of the RFP before the last date of submission under due intimation to the Bidders to whom this RFP is issued and the Bidders may be asked to amend their proposal due to such amendments. In order to provide the prospective Bidders reasonable time to take the amendment into account in preparing the bids, OUIDF may, at its discretion extend the last date for receipt of Bid. Any such amendments will be uploaded on its Website.

### 2.8. Submission of Proposal

The Proposal shall be submitted in a sealed cover superscripted "**Proposal for Selection of CAG Empanelled CA firm for Appointment of Auditor in OUIDF**" with the following documents inside:

- a) A covering Letter from the Bidder on the Bidder's letter head.
- b) EMD as specified in the Bidders data sheet of this RFP in shape of DD/Bankers Cheque. The EMD of the non-qualified Bidders will be returned without any interest and the EMD of the successful Bidders will be returned without any interest after successful completion of the assignment.
- c) Duly filled Proposal Formats along with details and supportive documentary evidence with necessary details as laid down in the **Annexure 1** of this RFP.

## **2.9. Procedure for Opening of the Proposals and Selection**

- The Sealed Envelope containing “**Proposal**” shall be opened by the Evaluation Committee and the Proposal shall be evaluated on the basis of the Eligibility criteria as specified in para 3.1 of this RFP.
- The bidder scoring highest mark in the Technical Evaluation will be selected as the winning Bidder. The bidder having 2<sup>nd</sup> highest rank in order of merit in the Technical Evaluation will be kept in reserve till the Agreement is executed with the 1<sup>st</sup> rank Bidder.
- **As regards interpretation of any clause in the RFP, the decision of the Evaluation Committee shall be final and binding.**

### **General instructions for the Bidders for the submission of proposal:**

- 1) The Bid / Proposal shall be submitted by **Registered Post / Speed Post / By hand (not through private courier) within** the stipulated time and date and place specified in the Bidder data sheet.
- 2) The same will be opened on date and time specified in the presence of representative of the Bidder(s). One representative from each Bidder with necessary authorisation will be allowed to attend the opening of the pre-qualification and technical proposal.
- 3) Bids received after stipulated time line specified in the Bidder data sheet shall not be considered and out rightly rejected.
- 4) The Bid will be rejected out rightly, if it founds that the Bidder fails to submit the requisite documents, EMD, Statutory Documents as required etc. and the information as per the formats provided in technical proposal under RFP.
- 6) OUIDF reserves the right to cancel / alter the Bid requirement without assigning any reasons thereof.
- 7) OUIDF reserves the right to open or not to open the RFP Document without assigning any reason thereof.

### **3. Evaluation of Proposal**

#### **3.1 Evaluation of Proposal – Eligibility Criteria**

The Bidder must possess the following eligibility criteria and to this effect must produce supportive documents for the following along with the other documents/information as specified below.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be furnished along with the pre-qualification proposal</b>
<b>1</b>	The Bidder must be registered with The Institute of Chartered Accountants of India (ICAI) having certificate of practice to work as Chartered Accountant	Registration Certificate of ICAI / Firm Registration Certificate
<b>2</b>	The Bidders must be empanelled with Comptroller & Auditor General (CAG) of India	Copy of CAG empanelled Certificate for F Y 2020-21
<b>3</b>	The average annual turnover of last 3 (three) Financial Years of the Bidder i.e. 2017-18, 2018-19 and 2019-2020 should not be less than <b>Rs. 75 lakh. (Rupees Seventy Five Lakh)</b>	Details to be furnished in <b>FORM-2</b> with copies of Audited Balance Sheet / Profit Loss Account for the relevant Financial Years
<b>4</b>	The Bidder should be partnership firm/LLP having minimum work experience of 10 years as on the date of opening of the proposal	Details to be furnished in <b>FORM-3</b> with copies of concerned work order from the client
<b>5</b>	The Bidder should have at least a Head/Branch Office in Bhubaneswar, Odisha	Proof of existence of Head/Branch Office with its Registration with ICAI to be submitted

In addition to the above the Bidders have to furnish the following documents along with the proposal:

- GST Registration Certificate
- PAN Number
- Covering letter
- Registration with ICAI / Firm Constitution Certificate (FORM-1) as on 01-01-2021
- CAG empanelled Certificate for Year 2020-21

***Non-submission of any one of the above document along with pre-qualification proposal, leads to out rightly rejection of the proposal.***

***Mention on the top of the envelope:***

**“Proposal for Selection of CAG Empanelled CA firm for Appointment of Auditor in OUIDF”**



### 3.2 Evaluation of Technical / Scoring Pattern of Proposal

Formats and necessary details for the Technical Proposal are provided in **Annexure - 1** of this RFP. The evaluation / scoring pattern for Technical Proposal shall be as follows:

SI .No	CRITERIA	Marks to be allotted	Maximum Marks
1	Experience of the Firm in last 10 years: Firm must have carried out Statutory Audit Assignments of Govt. Dept., Development Authorities, Govt. Trusts & Societies, ULBs etc for each FY year.	For 10 years of operation/ existence – 10 marks. For every additional 1 year 1 mark each, subject to maximum 20 marks.	20
2.	Number of full time partners /Full time qualified persons in continuous association with firm as per ICAI constitution certificate.	List of full time Partner with qualification & date of association with firm /number of years with the firm supported by the relevant documents. For each partner associated with firm for 10 years 1 marks each. For association with firm above 10 to 15 years 2 marks and association with firm above 15 years 3 marks , subject to 20 marks.	20
3	Three years annual average turnover of the firm ending on 31.03.2020	Above 75 lakhs- 5 marks For every additional Rs 5 lakh above Rs 75 lakh -1 mark each, subject to max 10 marks.	10
4	Number of full time qualified assistants who is an ACA/ACMA having post qualification experience of 5 years or more and minimum working with the firm for a period of 3 years.	2 mark per qualified person as an ACA/ACMA having post qualification experience above 5 years or more.	10
5	Number of full time semi –qualified assistants (inter Cost/Inter Chartered-IPCC-both group) & minimum working with the firm for a period of 2 years	1 mark per semi –qualified assistant subject to max 10 marks .	10
6.	Experience of the firm in conducting statutory/ Internal Audit in PSU/Govt. Companies/Large companies excluding banks with turnover of at least Rs 100 crore during the last 10 year's.	For each assignment 1 marks subject to maximum 15 marks.	15
7.	PRESENTATION ON Approach & WORK PLAN as per the Auditing Practise/Standards prescribed by ICAI.	Power point presentation on Approach & WORK PLAN	15
	Total Marks Secured		100

Based on the above technical scoring the merit list will be prepared and the Bidder with the highest Score will be declared as the Selected Bidder.

### **3.3 Award of Contract:**

Odisha Urban Infrastructure Development Fund will notify the successful Bidder in writing for signing the Agreement as per annexure-2. The successful Bidder will be requested to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. The selected Bidder have to start the work within 7 days from Award of Contract.

### **3.4 Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

### **3.5 Responsibility & Support by OUIDF**

- The F.A.-cum-Administrative of OUIDF will designate a staff member to prepare or arrange to prepare and provide all the required necessary details / documents / records / statements / information / explanations etc. to the selected Bidder which will help him for Audit.
- OUIDF will provide access to a Computer System with Tally ERP 9.1 Software to access the Books of Accounts as well as manual records/files under both the OUIDF & OUIDF-AMRUT Funds, access to Printer and required stationery for printing of Books of Accounts and Working Notes only and required work space.

### **3.6 Responsibility of Selected Bidder**

- Selected Bidder shall arrange for its own Laptop and related accessories for its Audit Personnel .
- All other costs and expenses related and incidental to the conducting of Statutory Audit and preparation and submission of the Statutory Audit Reports shall be borne by the selected Bidder.

## **4.0 Objectives and Scope of Work of Audit**

### **4.1 Objectives of Audit**

- (i) Enable the Auditor to provide a professional opinion on the Books of Accounts and Financial Statements of OUIDF & OUIDF-AMRUT Funds. These would include Balance sheet, statement of Receipts and Payments, statement of Income and Expenditure, Bank Reconciliation Statement, Statement of Expenditure and Utilisation Certificates etc.
- (ii) Enable the Auditor to make specific observations on the effectiveness of the overall Financial Management, arrangements including the system of Controls as documented in the Fund Management Guideline, Public Financial Management System (PFMS), MOU's and various Guidelines for specific funding, especially Guidelines provided by KfW, Germany and that of AMRUT by MoUD, Govt. of India.

## 4.2 Scope of Work

The Chartered Accountants Firm selected for Audit of OUIDF Accounts of both OUIDF & OUIDF-AMRUT Funds shall take into consideration the following aspects with respect to the Financial Year under review:

- i. All the required Books of Accounts and necessary supporting Documents (vouchers, bills, receipt and registers) have been kept both manually as well as in Tally ERP 9.1 Accounting Software in respect of all transactions for both OUIDF & OUIDF-AMRUT Funds & that clear synchronisations exists between Accounting Records, Accounts Books and the Financial Reports.
- ii. The Financial Reports and Utilisation Certificates (UCs) submitted by OUIDF to the Government are in agreement with the Funds received for both OUIDF & OUIDF-AMRUT and the U C Register and Books of Accounts.
- iii. Verification of all vouchers and supporting documents with respect to the proper sanction and approval by Competent Authority according to the Delegation of Financial Powers and compliance to Laws and prescribed Guidelines.
- iv. Verification of entries in the Books of Accounts (Cash Book, General Ledger, Cheque Issue Register, Grants Received Register, Salary Register, Attendance Register, etc.) in respect of Receipts and Expenditures of OUIDF and OUIDF-AMRUT. Where ever required the auditor may suggest to OUIDF to pass the rectification entries if any.
- v. To provide recommendations for strengthening of Internal Financial Controls and other Financial Accounting and Reporting Practices in accordance with Best Practices.
- vi. Examination of Utilisation of Funds received from Government of Odisha during the Financial Year under review.
- vii. Examination of category-wise Income Accrued, Income Received and Receivables Reconciliation.
- viii. Examinations of Statutory Payments are made within the scheduled period, reconciliations and compliances viz.
  - a) Tax Deducted at Source with appropriate rate on payments made by OUIDF and deposit of the same within the scheduled period
  - b) Filing of quarterly T D S Statement within the due date
  - c) Timely deduction and deposit of Royalty and Cess, if any
- ix. Examine whether there is any outstanding demands from any Competent Authority against OUIDF and OUIDF-AMRUT as on the Balance Sheet date.
- x. Tax Audit report for the Assessment Year relevant to the Financial Year 2020-21 and 2022-2023
- xi. Filing of Income Tax Return for the respective Financial Year.

**4.3 Deliverables, Timelines and Payment Scheduling:**

	<b>Deliverable/output</b>	<b>Timeline for Submission of Report</b>	<b>Fees Payable</b>
Financial Years 2020-21 to 2022-23	1. Audit Report of each Financial Year based on the Scope of the work along with Draft Financial Statements of both OUIDF & OUIDF-AMRUT Funds, separately, for the relevant Financial Year.	<ul style="list-style-type: none"> <li>• Separate Audit Reports for OUIDF &amp; OUIDF-AMRUT to be submitted within 30 days from end of each Financial Year <u>except</u> for the Financial Year 2020-21 for which the Audit Reports are required to be submitted by May 31<sup>st</sup>, 2021.</li> </ul>	Within 30 days from receipt of relevant Deliverable by OUIDF.

**The Auditor is required to Certify the following Reports for each of the relevant Financial Year both OUIDF and OUIDF-AMRUT Funds, separately:**

1. Bank Reconciliation Statements for all the Bank Accounts
2. Trial Balance
3. Statement of Receipt and Payment Statement
4. Statement of Income and Expenditure
5. Balance Sheet
6. Relevant Schedules & Annexure as per requirement
7. Any other reports required by the Funding Agencies.

**The Auditor is also required to prepare & Submit / File the following:**

- (i) Tax Audit Report
- (ii) Filing of Income Tax Return
- (iii) Other required report for external Agencies & Funding Agencies.

**(ANNEXURE – 1)**

# **PROPOSAL**

## **5.1 Format for Covering Letter**

### **(On the letterhead of the Firm)**

[Location, Date]

**From:**

[Name of Bidder with Complete Address of Communication]

To,

The Secretary, OUIDF & DMA & Additional Secretary to  
Govt. & Mission Director, AMRUT, H&UD Dept.,  
Govt. of Odisha  
Odisha Urban Infrastructure Development Fund  
(OUIDF)  
State Urban Development Agency Campus,  
1<sup>st</sup> Floor, Plot No. 172, Viveknanda Marg,  
Near BMC Office  
Bhubaneswar-751014, Odisha

**Sub: RFP Notice No.** \_\_\_\_\_, **Dated:** \_\_\_\_\_

**Dear Sir,**

We refer to your Notice no \_\_\_\_\_ for Hiring Services of CAG Empanelled Chartered Accountant Firms for Appointment as Statutory Auditors for Odisha Urban Infrastructure Development Fund (OUIDF).

Having fully studied and understood the Tender Document and its Accompaniments and the details therein, I / We hereby submit the application for qualification for the above assignment.

We hereby confirm that:

1. All information provided in the Technical Qualification Statement and in the attachments are true and correct.
2. We offer to provide the service within the Fees quoted by us in the Financial Quote of the Proposal.

We understand that the Final Bids by Firm(s) will be subject to verification of any and all information submitted in the Tender. We also understand that OUIDF reserves the right to amend, alter or vary the scope and terms of the Bid.

We hereby irrevocably waive any right at any stage at law or howsoever otherwise arising to challenge, question or delay in any decision taken by OUIDF in selection process.

Yours sincerely,

Signature  
For and on behalf of

I remain,

Yours sincerely,

**Authorized Signatory [*Signature with Date and Seal*]:**

Name and Title of the Signatory: \_\_\_\_\_

**Enclosure:** We are enclosing the following Forms & Supporting Documents for our Technical Evaluation

**Form-1:** Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.

**Form-2:** Financial Turnover of the CA Firm for the last three Financial years

**Form-3:** Similar Assignments undertaken for the last 10 (ten) years Form A, B, C and D.

**5.2 FORM - 1**

**(On the Letterhead of the Firm of Chartered Accountants)**

(On the Letterhead of the Firm: Lead Partner of the Firm, Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.)

- A. Year of Registration with ICAI:**
- B. Firm Registration Number with ICAI**
- C. CAG Registration Number:**
- D. Location of HO with Address:**
- E. Branch in Odisha with Address:**
- F. Total Number of Chartered Accountant in Firm as per ICAI:**

(Copy of Registration Certificate, PAN Card, GST Registration Certificate, Empanelment No with CAG, Certificate of Practice shall be attached)

**FORM - 2**

**Financial Turnover of the CA Firm during the last three years**

*(Amount in INR)*

<b>Sl. No.</b>	<b>Year</b>	<b>Turn Over</b>	<b>Net Worth</b>
<b>1</b>	<b>2017-2018</b>		
<b>2</b>	<b>2018-2019</b>		
<b>3</b>	<b>2019-2020</b>		
<b>Average Annual Turnover &amp; Net Worth for the last three Years</b>			

*(Please provide the copies of the Balance Sheet and Profit Loss Statement for the corresponding period along with the pre-qualification proposal)*

**Authorized Signatory [*In full and initials*]:**

\_\_\_\_\_  
**With Seal and date**



### 5.3 FORM – 3 Assignment Details

A. Experience of the Firm in last 10 years, details of Assignments Undertaken for the last 10 (ten) years, Statutory Audit Assignments of Govt. Dept., Development Authorities, Govt. Trusts & Societies, ULBs etc,for each FY year.

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at Page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

B. Number of full time partners /Full time qualified persons in continuous association with firm as per ICAI constitution certificate.

Sl. No.	Name Partner	Qualification	Date of Joining Firm	Years of association with firm	Copy of constitution Certificate
A	B	C	D	E	F
1					
2					
3					
4					
5					

C. Number of full time qualified assistants who is an ACA/ACMA having post qualification experience of 5 years or more and minimum working with the firm for a period of 3 years.

Sl. No.	Name qualified assistants	Qualification	Years of experience	Years of association with firm and Date of Joining
A	B	C	D	E
1				
2				
3				
4				
5				

D. Number of full time semi –qualified assistants (Inter Cost/Inter Chartered-IPCC-both group) & minimum working with the firm for a period of 2 years

Sl. No.	Name semi –qualified assistants	Qualification	Years of experience	Years of association with firm and Date of Joining
A	B	C	D	E
1				
2				
3				
4				
5				

- E. Experience of the firm in conducting statutory/ Internal Audit in PSU/Govt. Companies/Large companies excluding banks with turnover of at least Rs 100 crore during the last 10 year's.

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at Page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

- F. Presentation on Approach & Work Plan as per the Auditing Practise/Standards prescribed by ICAI.

**Authorized Signatory [*In full initials and Seal*]**

\_\_\_\_\_

**Note: Please attach copies of the work order/contract issued by competent authority from the client in support of documentary proof.**

6. Annexure – 2

The selected Bidder has to enter with an Agreement with following conditions:

**AGREEMENT**

This CONTRACT (hereinafter called the “Contract”) is made the ..... day of ..... of 2021 between **The Secretary, OUIDF and Mission Director, AMRUT & Special Secretary, H&UD Dept., Govt. of Odisha** (hereinafter called the “Client”), or the First Party

**AND**

The ....., Chartered Accountants, ....., hereinafter called the “**Consultant**” (which expression shall unless excluded by or repugnant to the subject for context, include his successor in office and assigns hereto called the “ Second Party”) of the other part.

**WHERE AS**

- (a) the Firm of Chartered Accountants, having represented to the “Client” that it has the required professional skills, personnel and technical resources, has offered to provide required services in response to the Tender Notice No...../..... dated ..... issued by the Client;
- (b) the “Client” has accepted the offer of the Firm of Chartered Accountants to provide the services on the terms and conditions set forth in this Contract.

WHEREAS **OUIDF** has decided to engage the **Consultant** for appointment as Auditor for conducting the Audit of Books of Odisha Urban Infrastructure Development Fund (OUIDF) for the Financial Year 2020-21 to 2022-23.

NOW IT IS HEREBY AGREED BETWEEN the parties as follows:

1. THAT the **Consultant** shall start the services on.....(the start date) and complete them by..... (the end date) unless and until the date is extended and the agreement is terminated earlier in accordance with it’s terms and conditions.
2. THAT, the payment under this agreement shall not in any circumstance exceed Rs. .... for each with Goods & Services Tax to be paid separately as applicable.
3. THAT, the time shall be of the essence as records the performance by the Consultant of its obligations under this agreement.

## GENERAL CONDITIONS OF AGREEMENT

### A. Definitions

As specified in Para 2.1 of the RFP

### B. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of Master and Servant or of Principal and Agent as between the “**Client**” and the **Consultant**. The **Consultant**, subject to this Agreement, have complete charge of Personnel for, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### C. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in special condition.

### D. Commencement, Completion, Modification and Termination of Agreement

- (i) This Agreement shall come into force and effect on the date (the “Effective Date”) of the “**Client**’s notice to the Consultant instructing the **Consultant** to begin carrying out the services.
- (ii) The **Consultant** shall begin carrying out the services not later than 7 (seven) days after the effective date.
- (iii) Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, shall be made by written Agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (iv) **Termination for Default. Client / Consultant** may, without prejudice, to any other remedy for breach of Agreement, by prior written notice of default sent to the **Consultant**, terminate the work in whole without assigning any reason if
  1. the **Consultant** fails to deliver any or all of the obligations within the time period(s) specified in the agreement, or any extension thereof granted by **Client / Consultant** designated in this behalf,
  2. the **Consultant** fails to perform any other obligation(s) under the Agreement,
  3. if the **Consultant** is in material breach of the representation and warranties contained in this agreement,
- If the Consultant shall not start the work within 15 (fifteen) days from date of allotment of the work without intimating the reason of delay of work to the **Client**, then the Agreement will automatically stands cancelled and the said work will be allotted to other Bidders as per decision taken by committee members.

### E. OBLIGATIONS OF THE CONSULTANT

#### a) Obligation

The Consultant shall perform all its obligations under this Agreement (including the provision of Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

#### b) Sub-Consultant

The **Consultant** shall not be sub-contracting any of its obligations under this Agreement.

**F. SETTLEMENT OF DISPUTE**

Dispute if any shall be discussed and mutually settled as far as practicable and in case of disagreement, the same shall be referred to the Board of Trustees of OUIDF or Designated Officer. After referring to the Board of Trustees of OUIDF or Designated Officer if the said dispute is not solved, the parties may seek intervention of the civil court subject to Bhubaneswar jurisdiction only.

**G. SUPPORT BY OUIDF**

As specified in Para 3.5 of the RFP

**H. TERMS OF REFERENCE**

**Objectives and Scope of Work of OUIDF Audit**

As specified in Para 4.1 and 4.2 of the RFP

**I. DELIVERABLES, TIMELINES AND PAYMENT SCHEDULING:**

As specified in Para 4.3 of the RFP

**J. Annexures**

Copy of RfP, Offer of the Consultant Letter of Award & other relevant documents to be form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their seal and signature on the day and year first above written.

Signed by Officer acting, in the premises for and on behalf of the **OUIDF**

Signed by Officer acting, in the premises for and on behalf of the **Consultant**

**Signature**

**Signature**

**Name**

**Name**

**Designation & Seal**

**Designation & Seal**

**Date:**

**Date:**

**Witness 1:**

**Witness 1:**

**Witness 2:**

**Witness 2:**