



Request For Proposal

For

**“Appointment of Internal Auditors for Pre Audit & Corporate Law Compliance
(For 03 FY) of Bilaspur Smart City Limited”**

(2nd Call)

Tender Cost: Rs.17.50 Lacs

RFP Number: **68/BSCL/2020-21**

Date of Issue: 03.10.2020 at 05:00 PM

Last date of Offline submission: 19.10.2020 before 05:00 PM

Bid Opening Date: 19.10.2020 at 05:01 PM

Invited by

**Bilaspur Smart City Limited, 3rd floor, Pingle Bhawan,
Nehru Chowk, Bilaspur, Chhattisgarh, India,
Pin-495001**

Mail ID: tenders.bscl@gmail.com

Website: <https://www.smartcitybsp.com>

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**RFP Title : Appointment Auditors for Pre Audit & Corporate Law Compliance (For 03 FY)
of Bilaspur Smart City Limited**

Name of the CLIENT: Bilaspur Smart City Limited

1. Probable Amount of Contract (PAC)	Rs. 17.50 Lacs
2. Bid Fee (Non-refundable)	Rs. 1500/- (Rupees Fifteen Hundred only) in form of demand draft/ banker's cheque drawn from any Nationalized / Scheduled bank in favor of Managing Director, BSCL, Payable at Bilaspur (C.G.)
3. EMD	EMD of INR 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft/FDR/TDR drawn from any Nationalized/Scheduled bank in favor of Managing Director, BSCL, Payable at Bilaspur (C.G.)
4. PBG	PBG of 10% of the Bid Value in the form of Bank Guarantee /FDR/ TDR drawn from any Nationalized/Scheduled bank in favor of Managing Director, BSCL, Payable at Bilaspur (C.G.)or Bank Guarantee from any Nationalized/Scheduled bank [To be submitted by the Successful Contractor]
5. Period of Validity	120 Days
6. RFP Document Availability	https://www.smartcitybsp.com
7. Mode of Submission	Bidders Shall submit the proposal off-line and must be in two parts; each placed and sealed in a separate envelope appropriately marked as "Envelope A" or "Envelope B". Both these envelopes must be put in a larger envelope addressed to the Managing Director, Bilaspur Smart City Limited, 3rd floor, Pingle Bhawan, Nehru Chowk, Bilaspur-495001, duly superscripted: "Pre-audit of BSCL: Proposal".

1. INTRODUCTION

- 1.1 Smart City Mission was launched by Prime Minister Shri Narendra Modi on 25 June, 2015. Bilaspur city was selected amongst the 100 cities to be developed as a Smart City in India due to various achievements, initiatives and all-inclusive approach. Bilaspur city had submitted “Smart City Proposal” (SCP) to Ministry of Urban Development (MoUD), Government of India (GoI) with required consent of Government of Chhattisgarh (GoCG) and statutory authority of Bilaspur Municipal Corporation (BMC).

The objective of the Smart Cities Mission (SCM) is to improve the quality of life (QoL) of people by harnessing technology to enable the development. While most people talk about smart cities in terms of infrastructure and facilities, a city is truly smart only when its people can breathe unpolluted air, can walk on clean pavements, have access to drinkable water, and have rights and entitlements. Almost all major cities have good mobile connectivity if not the best, widespread broadband internet and reliable power supply but what lags behind is civic engagement and use of technology to follow a bottom-up approach in governance, administration and general upkeep of the surroundings.

Bilaspur Smart City Proposal comprises of Area-Based Development (ABD) which include projects related to city improvement (retrofitting), city renewal (redevelopment) and city extension (Greenfield development), and PAN city initiatives. Bilaspur has proposed a few PAN city initiatives to implement certain ICT solutions, for rolling out smart city which would ease citizen life in efficient and effective manner.

Bilaspur Smart City Limited (BSCL) will leverage the available resources and focus on larger development amounting to large share of public investment for implementing smart solutions. This will be achieved by maximizing reuse of existing infrastructure (ICT/non-ICT), creating a backbone for smarter initiatives in the future and modernizing service delivery.

- 1.2 The purpose of pre audit includes:
- a) To improve the state of check of accounts in BSCL;
 - b) To facilitate quick and accurate finalization of annual report at the end of financial year;
 - c) To ensure transparency in PSUs;
 - d) To track proper end use of grants released to BSCL;
 - e) To ensure correctness and compliance of all the rules and regulation followed in all the day to day activities;
 - f) To ensure non-diversion of fund in its ultimate end use;
- 1.3 BSCL hereby invites proposals from interested and eligible Chartered Accountants’ firm for the above purpose. The specifics of eligibility are given in Para-3.
- 1.4 The task of pre audit covers the period of financial year 2020-21, 2021-22 & 2022-23 assigned initially on annual basis, renewal thereafter. BSCL reserves the right to extend the agreement for a further period of 2 years on an increment of 10% over the consideration on the basis of performance.
- 1.5 No JV and consortium is allowed.

2. Scope of work

(A)

Auditor has to cover the following activity during Pre-audit of BSCL's account

1. Pre-Audit shall cover all the payment related to contracted works, purchase bills, advances refund of all kind of work-related deposits, all kinds of consultancy fees and contingent bill of BSCL according to the rules and regulation as per Companies Act 2013, PWD Manual, CGPWD Manuals and other applicable Acts, Manuals & Rules;
2. Pre-auditors must be well versed with the Companies Act and other applicable Acts, Manuals & Rules enforced in Chhattisgarh state & Central Government before start of the Pre-audit.
3. Auditor will ensure in each payment that terms & conditions of tenders and rate offers should be according to procurement law and policies.
4. Auditor will ensure that Expenditure incurred is within the Budget provision allocated to particular head and prepare a monthly report of head wise budgeted amount, expended amount and balance amount.
5. Auditor will ensure that the fixed deposit and other funds should be in Nationalised banks/Approved financial institutions and should earn maximum interest at their gestation period.
6. Auditor will ensure that all the expenditure i.e. Construction work, Material Procurement, Electric Bill, Telephone Bill, Diesel, Petrol, Greece, Vehicle Bill, House Rent etc. is advised for payment only after the process of pre-audit.
7. Auditor will ensure that all the expenditure related with establishment i.e. Salary, Travel expenditure, travel advance etc. is advised for payment only after the process of pre-audit.
8. Auditor will ensure that all the revenue receipts should be pre audited and bank entry should be reconcile with cash & bankbook.
9. Auditor will prepare monthly report containing list of all the unpaid bills and missing bill.
10. Auditor will ensure that all the sanctioned advances should be pre audited and then advised for payment to disbursement officer.
11. Auditor will ensure that all the security deposit and earnest money deposited in tender/agreement process should be deposited in the bank immediately. Similarly refund of these security deposit and earnest money deposit should be made in time
12. In case of loss of BSCL's assets, auditor will access the loss and prepare a statement of loss.
13. Auditor will ensure that all kind of tax deductions i.e. GST, Income tax, provident fund etc. Should be deducted from the payments as applicable, deposited properly and also should be properly recorded in appropriate ledgers.
14. Auditor will ensure for proper store accounting and physical verification of goods & materials in every Three month.
15. Auditor will ensure for proper accounting of revenue and postal stamps.
16. Auditor will prepare quarterly report of revenue against target with the data of same quarter in last financial year. Also, auditor will give justification and remedies of none or under achievement of targets.
17. Auditor will prepare bank reconciliation statement monthly with separate reporting on bank deposit and interest earned.

18. Preparation & Submission of Income Tax TDS Return, GST TDS Return & Income Tax Return.
19. Checking of Balance Sheet, Profit & Loss Accounts along with all necessary schedules and annexure.
20. Auditor will prepare the reply of queries raised by A.G.Office/CAG.etc.
21. Auditor will ensure that all reports should be updated monthly in department's website.
22. Auditor will ensure availability of one qualified person on regular basis for Pre-Audit of Bill and other works.
23. Auditors shall ensure that all the observation and findings during the course of internal audit for BSCL should be furnished monthly/Quarterly/Yearly to BSCL including detailing about the compliance reports with pending reports etc.
24. Any other areas/ reporting/ Certification as may be required and directed by BSCL.

(B) Corporate Law Compliance

1. Compliance on all company law matters and submission of all returns / documents to the registrar of the companies.
2. Company Law and Secretarial Compliances.
3. Compliance relating to the meetings of Board of Directors, shareholders, creditors etc.
4. Annual filing with the Ministry of Corporate Affairs and related legal documentation.
5. Annual filing on XBRL mode.
6. Maintenance of minutes books, resolutions, statutory registers, certificates and other support services.
7. Compounding of offences and condonation of delay under companies Act.
8. Changing/alteration in the name of company.
9. Changing the authorized capital and paid up capital.
10. Issue / allotment of shares and related compliances.
11. Transfer/Transmission and Pledge of shares.
12. Change of registerate office within the same city. From one city to another and one state of another.
13. Alteration of object of the company.
14. Appointment & resignation of directors and their remuneration.
15. Inter corporate investments and loans.
16. Advising on creation, satisfaction and registration of charges.
17. Drafting of director's report, corporate governance report, and annual report.
18. Change of management, take-over of management and related due diligence services.
19. Winding-up of companies / Striking off of the companies.
20. Any other areas/reporting/certification as may be required and directed by BSCL.
21. Auditors will ensure availability of concerned person (Company Secretary) as and when required. Specially in case of Board-Meetings, Annual General Meeting etc.

ELIGIBILITY FOR SUBMISSION OF PROPOSAL

To submit proposal in response to this RFP, a bidder must satisfy the following conditions of eligibility:

1. The Bidder must currently be empanelled with the CAG for audit of Government of Accounts. [Attach Latest copy of enrolment certificate/letter 2019-20]
2. The Bidder must be a chartered accountant's firm with 10 years of existence in Chhattisgarh through a Branch Head Office. (attach document proof for the same)
3. Firm must have at least 5 CA partners with minimum 3 FCA as partners and at least 1 CA must possess with DISA qualification. (Attach Latest Certificate from ICAI 2019-20)
4. The Bidder must have at least 10 years field experience in audit work, of the accounts of Government / PSU / Semi Government / Urban Local Government bodies. [Attach appointment letter from minimum 05 clients and/or other documents to evidence having done such work]
5. The bidder must have a Head/branch office established in the state of Chhattisgarh. (attach document proof for the same)
6. The bidder must have an average revenue receipt of not less than the 50 Lacs in the preceding three financial years: [Attach copy of IT return & Audited Financial Statement]
7. The firm must have experience of company law compliances of Government Companies and should have completed 3 similar assignments in last 5 years. [Attach appointment letter from the clients and/or other documents to evidence having done such work]
8. There should be no legal suit/criminal case pending against CA firm on the account of moral turpitude or for violation of any law in force. (An under-taking from the firm is required.)
9. The firm must not be debarred and blacklisted by any of the Government Organizations. A declaration in this regard is to be submitted.

Note: All above Documents (1-9) required for **ELIGIBILITY FOR SUBMISSION OF PROPOSAL** must be Submitted in **Envelope 'A'**.

4. SUBMISSION OF PROPOSAL

The proposal must be submitted strictly in the manner prescribed herein.

The proposal must be in two parts; each placed and sealed in a separate envelope appropriately marked as "Envelope A" or "Envelope B". Both these envelopes must be put in a larger envelope addressed to the Managing Director, Bilaspur Smart City Limited, 3rd floor, Pingle Bhawan, Nehru Chowk, Bilaspur-495001, duly superscripted: "Pre-audit of BSCL: Proposal".

"Envelope A" must be superscripted as "Envelope A: Proposal for Pre-audit in BSCL: Bidder's Credentials must contain the following:

- (1) Tech Bid on Annexure-A signed by the bidder.
- (2) EMD(Earnest Money Deposit), Documents Fees
- (3) Self-attested Copy of the certificate regarding current empanelment with CAG;
- (4) Self-attested Copy of the Certificate of Institute of Chartered Accountants of India (ICAI);
- (5) Particulars of professional and personnel currently in service with the on prescribed format duly

authenticated and signed by the bidder.

- (6) Certificates from at least three organizations (at least one of whom should be a Government/PSU/Semi-government/Local Government organization) regarding satisfactory audit work done during the past five years.
- (7) All Documents required for **ELIGIBILITY FOR SUBMISSION OF PROPOSAL** (1-9) must be Submitted in Envelope 'A'.

“Envelope B” must be superscripted as “Envelope B: Proposal for Pre-audit in BSCL, Financial Bid and it must contain the financial bid on the bidder’s letter-head prepared according to format given in Annexure-B.”

The Financial Bid must be clear and unconditional. Unclear and/or conditional financial bids are liable to be rejected.

The proposal and the financial bid as submitted must be valid for a period of not less than 120 Days from the date of opening of bids, during which period the proposal cannot be withdrawn or modified.

In case BSCL requires an extension of the period of validity beyond 120 Days, the bidder will be free to grant the extension or to refuse it. If the bidder refuses to extend the validity, BSCL shall return to him the EMD submitted with the proposal.

While granting extension of the period of validity beyond 120 Days, the bidder will not be allowed to modify any other part of the proposal and the financial bid.

Every proposal must be accompanied by an EMD in the form of Demand Draft/FDR/TDR drawn from any Nationalized/Scheduled bank in favor of Managing Director, BSCL, Payable at Bilaspur (C.G.) for a consolidated amount of **Rs.20,000/-**.

The EMD of unsuccessful bidders shall be refunded after final award of contract.

The Earnest Money will be liable for forfeiture on account of one or more of the following reasons:

- Bidder withdraws his Proposal during the validity period specified in RFP;
- Bidder does not respond to requests by BSCL for clarification(s) on points contained in his Proposal.
- In case of a successful bidder, the said bidder fails to sign the Agreement in 7 days.

The proposal must be sent by Registered Post/Speed Post only to the Managing Director, Bilaspur Smart City Limited, 3rd Floor, Pingle Bhawan, Nehru Chowk, Bilaspur, 495001, Chhattisgarh, India Phone No. 07752-222642, Fax Nos.07752-413888 Email:- tenders.bscl@gmail.com, so as to reach on or before 19.10.2020 till 05:00PM.

BSCL shall not be responsible for any proposal delayed or damaged or lost in transit.

5. TERMS OF PAYMENT

Payment for work done by the Internal -Auditors will be made by BSCL;

The payment for & pre-audit shall be made in two parts as follows:

a) Part A: Monthly Payments

Payment will be made for a calendar month after completion of each month, on submission of bills along with the Monthly Report on the Prescribed Form within 15 (fifteen) working days from submission of bills.

b) Part B:End-payment

End payment shall be refunded after receipt of all Monthly Reports within stipulated time and successful completion of the yearly audit of accounts for that financial year.

c) TDS shall be deducted at the current rate applicable from all payments.

d) BSCL shall not grant any mobilization advance to the internal auditor.

e) Reimbursement of Any charges paid to government compliances shall be borne by BSCL after producing respective challan & Acknowledgement.

Minimum Fees for 3 years

S.R.	Particulars	P/M	Yearly	2020-21	2021-22	2022-23	Total
1	Internal Audit with Pre-Audit mechanism (Inclusive of Tax)	50000	600000	300000	600000	600000	1500000
2	Corporate Law Compliances (Inclusive of Tax)	8300	100000	50000	100000	100000	250000

6. PROPOSAL EVALUATION

General

From the time the Proposals are opened to the time the contract is awarded, the CA Firm should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a CA Firm to influence the Client in examination, evaluation, ranking of Proposals or recommendation for award of contract may result in rejection of the CA Firm's Proposal.

The envelope 1 shall be opened first. If the RFP Document Fee and Bid Security are not found to be in order then the proposal shall be treated as non responsive and shall not be evaluated further.

Evaluation of Technical Proposals

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.

The BSCL team will be responsible for evaluation and ranking of Proposals received.

The BSCL team evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria and points system specified. Each Technical Proposal will receive a technical score. **A Proposal shall be rejected if it does not achieve the minimum technical mark of 70 from the maximum of 100 points.**

A Technical Proposal may not be considered for evaluation in any of the following cases:

- (i) The CA Firm that submitted the Proposal was found not to be legally incorporated or established in India; or
- (ii) The Technical Proposal was submitted in the wrong format;
- (iii) The Technical Proposal included details of costs of the services; or
- (iv) The Technical Proposal reached the Client after the submission closing time and date specified in the Data Sheet.

After the technical evaluation is completed, the Client shall notify CA Firms whose Proposals did not meet the minimum qualifying technical mark or CA Firms 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 CA Firms whose Technical Proposals received a mark of 70 or higher, indicating the date, time, and location for opening of Financial Proposals. (CA Firms' attendance at the opening of Financial Proposals is optional).

The Authority 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 Authority there under.

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 CA Firm 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 shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or CA Firm, as the case maybe.

In such an event, the Authority 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.

If an Applicant/Bidder makes a false agreement regarding his qualification, experience or other particulars, or commitment regarding availability of professionals/personnel proposed for the Project is not fulfilled at any stage after signing of the Agreement, than bidder 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.

Clarifications: To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal and/or seek documentary proof for the facts narrated only in the forms of technical proposals. Such clarification(s) shall be provided within the time specified by the Authority 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 Authority.

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

Sl.No	Criteria	Maximum Marks
A.	General Experience of Firm	10
i.	More than 10 but less than 15	5
ii.	15 years to 20years	7.5
iii.	More than 20 years	10
B.	Firms Strengths in terms of partners	20
i.	5 to 7 partners	5
ii.	8 to 10 Partners	10
iii.	10 to 15 partners	15
iv.	More than 15 partners	20
C.	Number of Partners with CISA / DISA qualification.	5
i.	1 Partner	1
ii.	2 Partners	3
iii.	3 Partners or more	5
D.	Number of Full Time FCA partners associated with the firm	5
i.	3 FCA partners	3
ii.	More than 3 FCA Partners	5
E.	If the firm has a valid Peer Review Certificate	5
i.	Yes	5

ii.	No	0
F.	Experience in Internal/Pre-Audit in government departments / ULBs	15
i.	No Similar Projects	0
ii.	Experience up to 5 assignments	5
iii.	More than 5 and up to 10 assignments	10
iv.	More than 10 assignments	15
G.	Experience in Corporate Law Consultants for Government Companies	15
i.	No experience in similar projects	0
ii.	Experience up to 3 projects	5
iii.	More than 3, and up to 5 projects	10
iv.	More than 5 projects.	15
H.	Annual Turnover for the last 3 financial year (2016-17, 2017-18 & 2018-19)	10
i.	Less than Rs 50.00 Lakhs	0
ii.	Rs 50.00 – Rs 200.00 Lakhs	5
iii.	Above Rs 200.00 Lakhs	10
I.	Approach & Methodology of execution of the project including presentation before the evaluation committee.	15
	Total	100

OPENING AND EVALUATION OF FINANCIAL PROPOSAL

Opening of Commercial Bid

Commercial Evaluation

1. The Commercial bids shall not be opened by BSCL until the evaluation of the Technical Proposals has been completed.
2. BSCL will open the Commercial Bids of those Bidders who have achieved minimum score of 70% of total marks in technical evaluation.
3. BSCL will open the Commercial Bids in the presence of the nodal officer/ designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by BSCL.
4. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

Evaluation of Commercial Bids and Selection Method

All the technically qualified bidders will be notified to participate in Commercial Bid opening process.

The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are

liable to be disqualified at Authority's discretion.

BSCL will award the Contract to the Bidder based on Quality Cum Cost Basis (QCBS).

No additional cost in any form will be entertained by BSCL during the contract period.

Financial bids that are not as per the format provided in this RFP shall be liable for rejection.

The bid price shall include all taxes and levies and shall be in Indian Rupees.

Bidders would need to provide charges as mentioned in the financial bid format (**refer Annexure B- Page18.**). This figure would be taken as the base for the commercial evaluation of the bid. The commercial bid will be Submitted Manually in Prescribed Format Sealed in Separate Envelope "B". In case the commercial bid is found with any of the technical documents, the bidder will be liable to be disqualified.

Each of the Commercial bids shall be evaluated on a score of 100 points.

The lowest Financial Proposal will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

Normalized Commercial Score of a Bidder = {Lowest financial bid / amount of financial bid quoted by the bidder} X 100

Stage 4: Total Bid Evaluation

The Bidder with highest qualifying technical score (T1) will be awarded 100% score, Technical Scores for other than T1 Bidders will be evaluated using the following formula:

Normalized Technical Score of a Bidder (Tn) = [(Technical Score of the Bidder / Technical Score of T1) X 100] (Adjusted up to two decimal places)

Total Bid Evaluation

The Technical Bid shall have a weightage of 70% in the overall evaluation of the Bid and the Commercial Bid shall have a weightage of 30% in the overall evaluation.

Total score = 0.7 * Bidder's Normalized Technical score (Tn) + 0.3 * Normalized Commercial Score

The bidder achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest Total Score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

The work will be awarded to the first ranked bidder (having the highest combined score). The second ranked bidder (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked bidder withdraws, or fails to comply the requirements specified in this document.

If there is any discrepancy in the Commercial Bid between words and figures, the amount in words shall prevail.

If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send the acceptance on the above line and if the Bidder does not agree to the decision of Authority, the Bid is liable to be ignored.

7. AGREEMENT

The successful bidder(s) will have to execute at their cost, within a 7 days' time limit, an Agreement which will be based largely on the points contained in this Docket.

Failure to execute the Agreement within the time limit could render the bidder liable for disqualification and forfeiture of EMD.

8. PENALTY

Since the efficacy of the pre-audit depends upon timely action, it is required that the Monthly pre-audit Report according to Annexure –C and its parts and above mentioned scope of work should be submitted by the Internal –Auditors before the 15th day of the following month.

In case of delay in submission of the Monthly pre-audit Report, Penalty @ 5% of the Monthly Bill amount will be levied for every week of delay.

If the internal auditor is penalized under Para above on more than Three occasions, BSCL deems fit reserves the right to terminate the agreement forthwith.

In case of improper and defective reports (not mentioning/highlighting the essential details, findings and facts required as per rules and not performing for the interest of BSCL, assignment can be terminated.

In case of replacement of expert/Team leader/other staff without prior approval from BSCL only in contingencies, penalty may be imposed and contract may also be terminated with penalty for the monthly payment of that durations.

9. ARBITRATION:

In the event of any dispute or difference between the parties relating to work of audit, meaning or effect of the Agreement or any other clause or in respect of the rights and liabilities of the parties or other matters specified therein or with reference to anything arising out of or incidental to this Agreement or otherwise in relation to the terms, whether during the continuance of this Agreement or thereafter, such disputes or differences shall be resolved by mutual negotiations/mediation.

If however such negotiations/mediations are in fructuous, they shall be decided by sole arbitrator who shall be "Secretary, Ministry of Urban Administration and Development, Government of Chhattisgarh". His decision shall be final and binding on all parties.

Any reference to arbitration shall not relieve either party from the due performance of its obligations under the Agreement.

10. GENERAL CONDITIONS

The Bidders submitting Proposal and the internal auditor selected through this RFP must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

The Bidder, if selected, should provide professional, objective, and impartial advice and at all times hold the Government's interests paramount; and strictly avoid conflicts with other assignments/jobs or their own corporate interests.

BSCL reserves the right to annul the RFP process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

BSCL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.

BSCL may at its sole discretion and at any time during the selection process, 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;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Submitted a proposal that is not supported by relevant document;
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal;
- If the bidder has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or been blacklisted for any reason whatsoever.
- Before the deadline for submission of tender, the Managing Director Bilaspur Smart City Limited modify tender document by issuing amendment.(Any amendment thus issued shall be part of the tender and shall be published on web site)

Date:

To,

Managing Director
Bilaspur Smart City Limited,
3rd Floor, Pingle Bhavan,
Nehru Chowk, Bilaspur (CG) 495001

Dear Sir,

SUBJECT: Pre-audit of BSCL

In response to your RFP published in (NameoftheNewspaper/Source) dated (date) we wish to express our interest in the task of pre-audit of Accounts of BSCL and hereby submit our proposal.

We confirm that we have read the RFP Docket and are fully eligible to submit this proposal. In particular we confirm that:

We are empanelled with the CAG for audit of Government Accounts, and the empanelment is current;

We have the capacity to mobilize dedicated personnel to perform the obligations under the contract within the stipulated time-frame.

Relevant details of our concern are as follows:

Sl. No	Item	Response	
(1)	Names of the Firm and all partners in detail		
(2)	Established Since		
(3)	Postal Address		
(4)	Other States, if any, in India where you have offices		
(5)	Other cities, if any, in CG where you have offices		
(6)	Telephone (Landline and Cell Phone)		
(7)	E-mail ID		
(8)	CAG Empanelment details		
(9)	Major clients, including Government / Semi Government / Urban Local Bodies /PSUs whose accounts have been audited		
(10)	Revenue Receipts in the preceding three years	Financial Year	Total Revenue Receipts (in Rs)
		Total	

(11)	Particulars of professionals in the firm	FCAs	
		ACAs	
		Articles	
		Audit/Other s Assistants	
		Total	

1. We have paid the RFP Docket charges of Rs. 1500=00 in form of demand draft (Rupees Fifteen Hundred only) vide (mention particulars of payment)
2. In respect of the above, EMD for Rs. 20000/- in form of Demand Draft/FDR/TDR (Rupees Twenty thousand only) is enclosed, which has been computed as follows:

Name of the Bank	EMD details	Date	Amount in Rs

Declaration:

We hereby declare that:

- (1) All information provided and statements made by us in this proposal are true and correct to the best of our knowledge and belief.
- (2) This proposal shall remain valid for a period of 120 Days days from the last date for submission.

I confirm that I have authority of [*Insert Name of the C.A. Firm*] to submit the proposal and to negotiate on its behalf.

Yours faithfully

Authorized Signatory

Name, Seal and designation

Enclosures:

- (1) Copy of membership certificate(s) of FCAs/ACAs in the firm.
- (2) Copy of certificate of empanelment with CAG for the current year.
- (3) Copies of documents to evidence major audit assignments done, especially audit of Government/PSU/Semi Government/Local Government bodies as required
- (4) Separate CVs for all the team members with relevant mark sheets other than 1 and other details as per annexure.
- (5) Experience and work certificate for satisfactory assignment.

To,

Date:

Managing Director
Bilaspur Smart City Limited,
3rd Floor, Pingle Bhavan,
Nehru Chowk, Bilaspur (CG) 495001

Dear Sir,

SUBJECT: Financial Bid for pre-audit of BSCL.

In response to your RFP published in (Name of the Newspaper/Source) dated (date), we wish to express our interest in the task of Pre-audit of Accounts in BSCL and hereby submit our Financial bid as follows in below format:-

Minimum Fees for 3 years

S.R.	Particulars	P/M	Yearly	2020-21	2021-22	2022-23	Total
1	Internal Audit with Pre-Audit mechanism (Inclusive of Tax)						
2	Corporate Law Compliances (Inclusive of Tax)						

- (1) The above is inclusive of all the expenses and other cost incurred by bidder.
- (2) TDS shall be deducted from the above payments according to the rates applicable.
- (3) Our above bid shall be valid for a period of 120 Days days from the date of opening of bids.
- (4) The undersigned confirms that he has the necessary authority to submit this financial bid on behalf of the bidder-concern.

Yours faithfully,

Authorized Signatory
Name, Seal and designation

Template & Reporting for Monthly Pre-Audit
*To be submitted with a Certificate on Internal
auditor's Letterhead*

To,

Date:

Managing Director
Bilaspur Smart City Limited,
3rd Floor, Pingle Bhavan,
Nehru Chowk, Bilaspur (CG) 495001

Dear Sir,

We certify that we have conducted pre-audit of (Name of the client) during the month of _____ and have verified the vouchers, documents and books of accounts placed before us, and we sought and obtained necessary clarifications required for the audit.

2. As evidence of verification, we have duly put our seal/signature on the vouchers and the books of account.
3. Provisional audit remarks were given to the Accounts Officer of the BSCL, and all remarks complied with by him during the month have been deleted from the final report enclosed herewith.
4. The Monthly pre-audit Report is enclosed for your kind perusal.

Yours Sincerely,

[Authorized Signatory]

Encl: As per Format Annexure-C1- C5

Format for Certification

Annexure- C-1

DAILY WORK PROGRESS REPORT DATE:

(To be submitted by CA. Firm for voucher/bill wise quarries)

Name of BSCL: **No. of Pending Opening Voucher:**

No. Vouchers of Received:

Name of Auditor: **No. Vouchers of Completed:**

No. Vouchers of pending:

Date & no. of Vr.	Name of scheme	Head of Account	Amount		Remark/ Quarries/Approved (Y/N)
			DEBIT	CREDIT	

Signature of Auditor:

Name of CA. Firm:

Date:

Annexure- C-2

Certificate of completing the work of pre- Audit at BSCL

(To be submitted by Managing Director Every Month)

This to Certify that all vouchers of BSCL were Audited by M/S..... (Name of CA Firm). No Bills and vouchers are left by CA. Firm.

Kindly find enclosed the draft of Rs..... for Monthly fee +service tax payable to M/S after deducting the penalty of Rs.
for not completing the pre- Audit work in time (Attach at the end of Month)

Further, Certificate that no case of misappropriation/ fraud/ embezzlement / Irregularities is noticed either at BSCL during this month. (In case of misappropriation/ fraud/ embezzlement / irregularities is noticed then report in to Commissioner/ CMO in a confidential manner separately)

Managing Director
BSCL

Annexure-C-3

Certificate of Verification of Vouchers/Bills (To be submitted by CA. Firm)

Name of Client:

Month & year:

This is to certify that we have audited the No. of Vouchers/ bills.

No. bill/ voucher is pending at our level. All the bills and vouchers are return to concerned officers.

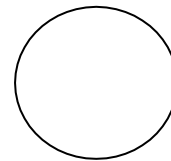
Following are the status of the bill submitted to us for pre- audit.

Detail	No. of Vouchers/ Bill
No. of Bills/ Vouchers submitted	
No. of Bills/ Vouchers cleared	
No. of Bills/Vouchers given objection	
No. of Bills/ Vouchers Audited during the month	

Sign of Auditor.....

Name of the CA. Firm.....

Seal of the CA. Firm



Annexure-C-4

To be Stamped on all bills and Vouchers by CA. Firm

PRE-AUDITED	Amount in Figure & Words
NAME of The CA. Firm	Rs..... Rs.....
PASSED	Sign: Date:

Reporting on List of Irregularities Observed with corrective action proposed:-

- (1) GOI Grants
 - a. Major Irregularities
- (2) b. Minor Irregularities
- (3) GoCG Grants
 - a. Major Irregularities
- (4) b. Minor Irregularities
- (5) BSCL Grants
 - a. Major Irregularities
 - b. Minor Irregularities
- (6) Other Grants
 - a. Major Irregularities
 - b. Minor Irregularities

Revenue Receipts of the BSCL during the financial year

[Amount: *Rs. in Lacs*]

Head	Target	Achieved		
		Till last month	Current Month	Cumulative Total

Status Regarding Compliance of Irregularities Reported Earlier

Total Irregularities		Complied		Pending	
Major	Minor	Major	Minor	Major	Minor

Qualified Audit/Others Notes by the Internal auditor

Signature and Seal of the Auditor

Annexure D: TEAM COMPOSITION, TASK ASSIGNMENT AND SUMMARY OF CV INFORMATION

CA cum Team Leader and other staff:-

Team Leader

Surname, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Employment /Partnership Status with Firm (full time /other)	Education/ degree (Year/Institution)	No. of years of relevant project ex.	CV Signature (by expert/by other)

Support Staff

S. No	Surname, Name	Position	Task Assignment

Annexure D-1: Curriculum Vitae (CV) for proposed Professional & other Staff

- 1. Proposed Position** [*only one candidate shall be nominated for each position*]:
- 2. Name of Firm** [*Insert name of firm proposing the expert*]:
- 3. Name of expert** [*Insert full name*]:
- 4. Date of Birth:** **Nationality:**
- 5. Education** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]:
- 6. Membership of Professional Associations:**
- 7. Other Training** [*Indicate significant training since degrees under5
-Education were obtained*]:
- 8. Publication** (*List of details of major technical reports/ paper published in recognized national and international journal*):
- 9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
- 10. Experience/employment Record** [*Starting with present position, list in reversed order, every Partners/employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.*]:

11A. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	11B. Work Undertaken the Best Illustrate Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the task listed under point 11]
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