

Additional Skill Acquisition Programme Kerala (ASAP KERALA)

(A Government of Kerala Company)

3rd Floor, Trans Towers, Vazhuthacaud,

Thiruvananthapuram, Kerala

Contact: 04712772500

Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala

TENDER DOCUMENT

Tender Ref: ASAPHQ/19/2021-FIN-ACMGMT

S/n	Event/ Details	Date / Details
1	Date of Issue of Tender	14.06.2021 05:30 PM
2	Bid submission end date	30.06.2021 05:00 PM
3	Technical Bid Opening date	02.07.2021 11:00 AM
4	Pre-bid Meeting	22.06.2021 12:00 PM
5	Tender Processing Fee	Rs. 1200/- including 18% GST
6	EMD	Rs 5000/-

Additional Skill Acquisition Programme Kerala (ASAP Kerala)
(A Government of Kerala Company)

3rd Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram, Kerala

Section 1 – Invitation for Bids

Dear Sir/Madam

Ref No: ASAPHQ/19/2021-FIN-ACMGMT

**Subject: Selection of Chartered Accountant Firm as Internal Auditors for ASAP
Kerala**

1. The Additional Skill Acquisition Programme Kerala (ASAP Kerala), A Government of Kerala Company, (hereinafter called ASAP Kerala) invites proposals from reputed Chartered Accountant Firms (Partnership/Limited Liability Partnership(LLP)) for the Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala.
 - 1.1. More details on the scope of works, terms and conditions are specified in Section 3.
 - 1.2. Details/Documents provided for the submission of Proposal
 - (a) Section 1 – Invitation for Bids
 - (b) Section 2 – Instructions to Bidders
 - (c) Section 3 – Terms and conditions
 - (d) Section 4 – Selection Process
 - (e) Section 5 – Bidding forms (Technical and Financial)
 - 1.3. **Submission of Proposals**
 - (a) Proposals must be direct, concise, and complete. ASAP Kerala will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
 - (b) Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format, the tender will be liable for rejection.
 - (c) The tender documents can be downloaded from the website www.asapkerala.gov.in.
 - 1.4. Submission of both Technical and Financial bids must be offline. The proposals should be submitted in 2 separate sealed covers in accordance to the instructions given in the RFP. The sealed proposals should be addressed to Chairperson and Managing Director, Additional Skill Acquisition Programme Kerala and should be submitted to ASAP

Kerala's Office located at Basement Floor, Trans Tower, Vazhuthacaud on or before 30.06.2021 05:00 PM. **The sealed covers should be super scribed as "Tender for Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala"** in a single bid which should be submitted in two parts, viz Technical Bid and Financial Bid as specified elsewhere in the document.

- 1.5. Interested bidders are requested to clarify their doubts regarding tender and seek information on the assignment. ASAP Kerala will discuss and review the queries and provide reply through the ASAP Kerala website.
- 1.6. **Opening of Proposal:** Technical proposals will be opened by Chairperson and Managing Director, Additional Skill Acquisition Programme Kerala or her authorized representative or by a committee constituted for this purpose, on **02.07.2021 11:00 AM**.
- 1.7. Financial bid will not be opened until technical evaluation has been completed, results approved and notified to all qualified bidders eligible for bid opening.
- 1.8. ASAP Kerala will follow the **Least Cost Selection (LCS)** process. One firm will be selected based on technical and financial evaluation and an agreement will be signed between the selected party and ASAP Kerala for Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala
- 1.9. Key Events/Details

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Yours faithfully,

Chairperson and Managing Director
Additional Skill Acquisition Programme Kerala

SECTION 2. INSTRUCTIONS TO BIDDERS

2.1 Definitions

ASAP Kerala means Additional Skill Acquisition Programme Kerala, a Section 8 Company of Government of Kerala, represented by the Chairperson and Managing Director of Additional Skill Acquisition Programme Kerala.

Technical Committee is a sub Committee constituted by Chairperson and Managing Director, Additional Skill Acquisition Programme Kerala to decide on the technical aspects of the proposals and to evaluate the same. In case if the items are rejected by the committee during evaluation, appropriate decision will be taken by the committee. If the bidder is found to be ineligible after evaluation, the proposal of next eligible bidder will be considered based on decision of committee. The decision of the committee will prevail in such situation.

Finance Committee is a sub Committee constituted by Chairperson and Managing Director, Additional Skill Acquisition Programme Kerala to decide on the financial aspects of the proposal and to evaluate the same.

Tender Inviting Authority is the Chairperson and Managing Director of Additional Skill Acquisition Programme Kerala who on behalf of ASAP Kerala calls and finalize tenders.

Blacklisting/debarring – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority or any other State Government/Central Government/PSUs.

2.2 General Provisions:

The bid document can be downloaded from website www.asapkerala.gov.in.

2.3 Corrupt and Fraudulent Practices

ASAP Kerala requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected bidders shall permit ASAP Kerala or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ASAP Kerala.

2.4 Conflict of Interest

- a) The firm is required to provide professional, objective, and impartial services, at all times holding ASAP Kerala's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The bidder has an obligation to disclose to ASAP Kerala any situation of actual or potential conflict that impacts its capacity to serve the best interest of ASAP Kerala. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and/or sanctions by the Government.
 - b) Without limitation on the generality of the foregoing, and unless stated otherwise in this RFP, the bidder shall not be hired under the circumstances set forth below: -
 - i. Relationship with the ASAP Kerala's staff: A bidder (including its subsidiaries/partners) that has a close business or family relationship with a professional staff of the ASAP Kerala who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to ASAP Kerala throughout the selection process and the execution of the Contract.
- 2.5 In preparing the Proposal, bidders are expected to examine the tender document in close detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.
- 2.6 The bidders shall bear all costs associated with the preparation and submission of proposal, and ASAP Kerala shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. ASAP Kerala is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.
- 2.7 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the bidders and ASAP Kerala, shall be written in English only. All documents produced as annexures in any Language, other than English, should be accompanied by certified translated copy in English.
- 2.8 **Confidentiality:** From the time the Proposals are opened to the time the Contract is awarded, the bidders should not contact any of the officials of ASAP Kerala on any

matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the bidder who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 2.9 Any attempt by the bidders or anyone on behalf of the bidders to influence improperly ASAP Kerala in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government sanctions procedures.
- 2.10 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a bidder intends to contact ASAP Kerala on any matter related to the selection process, it should do so only in writing.
- 2.11 Proposals must be direct, concise, and complete. ASAP Kerala will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information are not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- 2.12 The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal will be opened after the technical evaluation is completed and the results intimated to all successful bidders and upon approval from concerned authorities.
- 2.13 Technical bid will be opened by Chairperson and Managing Director, ASAP Kerala or her authorized personnel on the day mentioned in this tender document on **02.07.2021 11:00 AM**. ASAP Kerala reserves the right to withdraw this tender, if ASAP Kerala determines that such action is in the best interest of the company. ASAP Kerala undertakes that all the information shared by the applicant will be held in strict confidence and will not be made public unless directed by law.
- 2.14 The applicant submitting their tender would be responsible for all its expenses, costs and risks incurred towards preparation and submission of their bid, ASAP Kerala shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

- 2.15 **Validity of Terms of the Bid:** Each bid shall indicate that it is a ‘firm and irrevocable offer’ and shall remain valid for a period of four months (**120 days**) from the last date of submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. ASAP Kerala may solicit the applicants consent to an extension of tender validity (but without the modification of the tender conditions).
- 2.16 **Arbitration and Jurisdiction:** If any disagreement or dispute arising between ASAP Kerala and bidder in connection with the work order, both parties will make every effort to resolve it amicably, by direct negotiation. If they failed to resolve, ASAP Kerala will refer such issues to an arbitrator, appointed and the award of the arbitrator, as the case may be, will be final and binding on both the parties. Proceedings shall, unless otherwise agreed by the Parties, be held in Thiruvananthapuram, Kerala.
- 2.17 **Applicable law:** The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the Bidder will lead to rejection of work order.
- 2.18 **Amendment of Tender Document:** At any time prior to the deadline for submission of the tender, ASAP Kerala may for any reason, modify the tender document. The amendment document shall be made applicable through the website www.asapkerala.gov.in and such amendments shall be binding on all the bidders.
- 2.19 **Disqualification**
- ASAP Kerala may at its sole discretion and at any time during the evaluation of tender, disqualify any applicant, if the applicant;
1. Submitted the tender after the response deadline;
 2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any of the projects in the preceding three years;
 4. Submitted a tender that is not accompanied by required documentation or is non – responsive
 5. Failed to provide clarification related thereto, when sought;
 6. Was declared ineligible/blacklisted by State/UT/Central Government;
 7. Tried to influence the evaluation process either directly or indirectly

2.20 Information relating to the examination, clarification, comparison and evaluation of the proposal submitted shall not be disclosed to any of the responding applicants or their representatives or to any other persons not officially concerned with such process until the evaluation process is complete. Undue use by any applicant of confidential information related to the process may result in rejection of its proposal.

2.21 **Disclaimer**

- i The information submitted in response to this tender may be subject to the public release (as per RTI norms). Applicants responding to this invitation assume the risk of public disclosure.
- ii This is not to be considered as a commitment by ASAP Kerala to contract for services. Please be advised that ASAP Kerala will not pay for any information provided as a result of this invitation and will not recognize or reimburse any cost associated with any tender submission.
- iii This tender does not entail any commitment on the part of Government, either financial or otherwise.
- iv ASAP Kerala reserves the right to accept or reject any or all tender without incurring any obligation to inform the effected applicant/s of the reasons.
- v Submission of tender documents does not create any obligation on the part of ASAP Kerala in terms of providing business or in any other area.

2.22 **Payment**

Bidders while participating in tenders should ensure the following:

- i. The Tender Fee and EMD should be submitted in the form of DD addressed to Additional Skill Acquisition Programme, payable at Thiruvananthapuram.

2.23 **Earnest Money Deposit (EMD):**

In order to ensure maximum number of competitive tenders, an amount of Rs. 5000/- (Rupees Five Thousand only) has been fixed as Earnest Money Deposit (EMD).

1. Bidder shall submit EMD should be submitted in the form of DD addressed to Additional Skill Acquisition Programme, payable at Thiruvananthapuram & non-submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.

2. EMD of unsuccessful bidders will be discharged/ returned as promptly through online transfer.
3. The successful bidders EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
4. The EMD provided could be converted and validity / period extended as performance security.
5. No interest will be paid for the EMD submitted.

The EMD will be forfeited, if a tenderer;

1. Misrepresents facts or submit fabricated / forged/ tampered/ altered / manipulated documents during verification of tender process.
2. Withdraws its bid after the opening of bid;
3. A successful bidder, fails to sign the contract after issuance of Letter of Intent
4. Fails to furnish performance security after issuance of Letter of Intent.

The bids will not be considered for further processing if bidders fail to comply on clauses above.

2.24 Performance Security Deposit: The successful bidder has to remit 5% of the total value of supply order as performance security deposit, in terms of Bank Guarantee/Deposit and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations. The bank guarantee/deposit will be released/refunded to the successful bidder after completion of the contract period, including warranty obligations and after deducting the penalties if any.

2.25 Tender processing fee: The successful bidder has to remit **Rs. 1,200/-** (inclusive of 18% GST)) as tender processing fee.

2.26 Commencement of Work: The successful bidder should sign the contract agreement in stamp paper of value 0.1% of total contract value (value of stamp paper to be borne by the successful bidder) within 14 days of issue of work order. The successful bidder is expected to start the work within seven days after signing of agreement.

2.27 ASAP Kerala – Corrupt and Fraudulent Practices

ASAP Kerala follows policy of Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ASAP Kerala requires the bidders to observe the

following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts

- ☐ The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963),
- ☐ The Stores Purchase Manual (SPM), 2013.

SECTION 3. TERMS AND CONDITIONS

- 3.1 Sequential page numbering should be provided on all the pages of the bid submitted (including supporting documents).
- 3.2 Pre Bid Meeting: A pre bid meeting will be conducted in online mode on 22.06.2021 12:00 PM. Bidders shall share their queries to Procurement support desk of Additional Skill Acquisition Programme Kerala through email: procurement@asapkerala.gov.in; before 21.06.2021 5:00 PM. The meeting will be in online mode. The link will be shared as a reply email to the queries received.
- 3.3 Tenders received after the stipulated date and time shall not be entertained. ASAP Kerala shall not be liable for any delays what so ever with respect to power failure, website issues etc. and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.
- 3.4 The Technical Bid will be opened on 02.07.2021 11:00 AM at ASAP Kerala Secretariat, Basement Floor Trans Towers, Vazhuthacaud, Trivandrum, Pin: 695014 in the presence of those tenderer(s)/bidder (s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for State Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
- 3.5 ASAP Kerala shall have the right to assess the competencies and capabilities of the Tenderer/Bidder by going through the credentials given in the Technical/Financial bid and on the basis of such credentials, ASAP Kerala may reject the candidature of the Tenderer/bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Tenderer/bidder. The Financial bid of only those parties who qualify in the technical scrutiny shall be opened.
- 3.6 Non acceptance of any of the terms and conditions as stated in tender and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only tenderer(s)/bidder(s) whose Technical particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
- 3.7 The tenderer/bidder should be a Chartered Accountant firm (either partnership or LLP)
- 3.8 The contact details and email address of Head of Organization and SPOC with respect to the tender should be provided in the matrix.
- 3.9 In case the Bidder fails to execute the work as per the tender; or fails to deliver the satisfactory after sales service or fails to execute Service Level Agreement (SLA), the

ASAP Kerala shall have the right to invoke the said Bank Guarantee and shall also forfeit the entire security deposit. No interest will be payable by ASAP Kerala on the security deposit, so held. The CMD of ASAP Kerala reserves the right to accept or reject any or all tenders including the lowest tender/s. without assigning any reason at its sole discretion and the decision of the CMD shall be final and binding on all concerned.

- 3.10 ASAP Kerala does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the tender in whole or in part. The part acceptance of the tender will not violate the terms and conditions of the contract and the tenderer / bidder will execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- 3.11 The whole service included in the Tender shall be made available by the selected Tenderer/Bidder and the Tenderer/Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein without the written consent of ASAP Kerala.
- 3.12 All costs, charges and expenses that may be incurred by the Tenderer/Bidder in connection with the preparation of his/her tender shall be borne by the bidder and ASAP Kerala will not accept any liability whatsoever in this regard.
- 3.13 Time is the essence of the contract and the Tenderer/Bidder is required to complete the service in all respects within the stipulated time to the satisfaction of ASAP Kerala.
- 3.14 It shall be clearly understood that the rates quoted in the tender will be for complete cost of the service, as per instructions to Tenderers / Bidders, conditions of Contract and specifications and also for all such works as are necessary for the proper completion of the contract, although specific mention thereof may not have been made in the specifications or tender documents. The rates shall be firm and shall not be subject to cost escalation. The tenderers / bidders shall quote rates inclusive of all **statutory levies, taxes, charges, surcharges, GST, & other taxes**. No component of cost / tax shall be paid by ASAP Kerala unless the same is included specifically in price bid.
- 3.15 **Scope of Work:**
1. Audit of books of accounts and propriety Audit of the company.
 2. Verification of payment vouchers and journal vouchers.
 3. Prepare Financial Statements of company for the purpose of Statutory Audit.
 4. Audit of tax accounts concurrently. Monthly verification of statutory payments like Income tax (TDS), GST, KCWWF ,EPF ,ESI etc.

5. Verification and uploading of all taxes collected on behalf of State & Central Governments mainly TDS/KVAT/GST/SERVICE TAX and filing of periodic return whenever necessary.
6. Periodic return filing with Registrar of Companies/ Ministry of Corporate Affairs, whenever necessary.
7. Advice ASAP on all Tax related matters mainly on KVAT, GST and Income Tax whenever required
8. Evaluation of Internal Financial Control Mechanism and to advice and support Company to establish a strong and effective financial and Audit standard/Protocols.
9. To verify reliability and integrity of financial and operational information.
10. To check whether the transactions are complied with laws, regulations and contract agreements.
11. Physical verification of fixed assets and review of method of charging depreciation/amortisation.
12. Audit of Revenue share received from Training Partners etc.
13. Verification of MOU/Agreements /Bank guarantees etc. and its payment/receipts.
14. Review of system of tender receipts and connected process.
15. Audit of accounts of Head Quarters and Field Offices, if found necessary. The fund allotment to field offices and expenditure booking of the same are at HQ and necessary accounts are keeping at HQ.
16. The Internal Auditor shall prepare the Financial Statement of the Company including following statements.
 - i. Receipt & Payment Account
 - ii. Income & Expenditure Accounts and Balance Sheet.
 - iii. DCB (Demand Collection Balance)
 - iv. Reconciliation Statements (with Bank accounts and Treasury Accounts)
 - v. Reconciliation of Receivables / Payable accounts
 - vi. Preparation of Form 16 and allied statements relating to Income-Tax
 - vii. Project the quarterly, half yearly and annual requirement of the Company including the same in the Annual Plan proposal.
 - viii. Prepare progress reports for submission to higher authorities.
 - ix. Any other financial reports/statements required by ASAP from time to time.
 - x. Prepare and submit records and documents required by ASAP from time to time.

- xi. Assist to prepare and submit records and documents required by Accountant General from time to time

3.16 Auditing Standard

The accounting will be carried out in accordance with the Auditing standards promulgated by the Institute of Chartered Accountants of India and Government of India.

3.17 Support to the Internal Audit firm

A dedicated Finance Wing of ASAP Kerala will prepare the Cash Book and connected records required for the smooth functioning of the Company.

3.18 Termination of the Contract

1. The Contract in whole or part can be terminated before the issue of work order at the option of the ASAP Kerala, if the ASAP Kerala for any reason whatsoever does not require the whole or part of the items thereof as specified in the tender to be supplied out and in the said event the ASAP Kerala shall give notice of the fact with reason to the Tenderer / Bidder, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the supply of the items in full, but which he did not derive in consequences the whole supply of the items not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of contract by the ASAP Kerala and of any alterations having been made by the ASAP Kerala in the original specification or the designs and instruction which shall involve any curtailment of the items contemplated.
 2. The ASAP Kerala without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.
- 3.19 No claim for interest shall be entertained by ASAP Kerala with respect to any money or balances, which may be in its hands owing to a dispute between itself and the Tenderer/bidder.
- 3.20 ASAP Kerala reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
- 3.21 Tenders received after the stipulated date and time shall not be admitted. ASAP Kerala shall not be liable for any unforeseen delay.

3.22 Prices quoted should be for the scope of work as Internal Auditors for ASAP Kerala Headquarters and various offices .

3.23 Prequalification Criteria

The invitation to bid is open to all bidders who qualify the Prequalification Criteria as given below.

Sl No	Prequalification Criteria	Documents to be submitted
1	Bidder must have a valid PAN Number and GST registration	Copy of GST registration and Copy of PAN
2	Chartered Accountant's Firm has been active and operational continuously for the last five (5) years preceding the date of submission of its bid.	Constitution/ charter documents/ Registration under which the Chartered Accountants Firm has been established/ incorporated.
3	The bidder should not be currently blacklisted by any Central/ State Govt. dept. /Public Sector Unit.	Self-declaration to be submitted in stamp paper of Rs.200 and duly attested by notary public as given in Annexure 1
4	Bidder must have average annual turnover of Rs.10 lakhs during any of the last 3 consecutive financial years i.e; (2017-18, 2018-19, 2019-20 and 2020-21)	Certificate of the Chartered Accountant stating that Annual turnover for during any of the last 3 consecutive financial years i.e; (2017-18, 2018-19, 2019-20 and 2020-21)/ Audited financial statement of the Organisation for above period signed by Chartered Accountant
5	The Chartered Accountants Firm should have at least two qualified Chartered Accountants out of which one should be an FCA working in the firm as employed/ partner.	Self-certification to be submitted authenticated by the authorized signatory (As authorized by top management/ Board of Directors of the firm) stating that they have two qualified Chartered Accountants out of which one should be a FCA- working in the firm as employed/partner
6	The firm should not have been debarred from Statutory Audit/Internal audit of any Company.	An undertaking to this effect shall be furnished.

3.24 All the documents submitted by the bidder in tenders should carry the signature of the authorized signatory and stamp of the organization.

3.25 Technical Evaluation (Mandatory)

Sl No.	Technical Evaluation Criterion	Supporting Documents to be Submitted
1	The firm shall have a standing of at least five years in the profession with at least 3 years' experience in internal audit/statutory audit and should have handled internal and/or statutory audit of at least 5 PSUs/Government Companies/Government Boards or corporations/ Infrastructure or project implementation tasks in the Government sector during the 3 year period(2018-2021	Certificate of incorporation and a statement showing Name of PSUs etc., Year of audit and Nature of audit supported by copies of appointment orders shall be furnished.

3.26 Self-attested copies of relevant documents proving all the above requirements should be attached with the technical bid. **No correspondence in this regard after tender submission/opening shall be entertained. Bids without any of the documents above shall be summarily rejected.**

3.27 Delivery Period

The successful bidder is expected to start the work immediately within 1 week after signing of agreement. Any delay by the Tenderer shall render the Tenderer liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, Blacklisting etc.

3.28 Penalty

If the tenderer fails to deliver any or all of the goods within the period specified in the purchase/work order which may result in any penalization for ASAP Kerala, the ASAP Kerala shall without prejudice to its other remedies deduct said amount as a penalty. The party will be liable to such shortcomings.

3.29 Order will be cancelled if the delay in issuing Letter of Acceptance by the successful bidder is more than 7 days from the date of Work order and work will be issued to the next successful bidder.

3.30 Payment Terms

- i. The Internal Auditors shall be entitled, by way of remuneration for his services as Internal Auditors, to a fee, inclusive of Service Tax, payable quarterly in arrears on submission of audit report as per the terms of this Bid document.
- ii. No TA or DA or food expenses or out of pocket expenses will be paid for the assignment.
- iii. Payment will be processed subject to the receipt of Audit Reports (in Hard and Soft Copies) in as per the conditions of this engagement, along with an invoice.

SECTION 4. SELECTION PROCESS

4.1 Responsiveness of Bid

The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the conditions mentioned below, but not limited to:

- i. It is not received within the time and date specified.
- ii. It does not include sufficient information for evaluation and
- iii. It is not in the formats specified or incomplete in any respect.
- iv. It is not satisfying prequalification criteria.

4.2 Evaluation

4.2.1 A two-stage evaluation procedure will be adopted for evaluating the proposals for selection of the Bidders. The financial bids shall be opened only after the completing the evaluation of the technical proposal. ASAP Kerala will follow the **Least Cost Selection (LCS) process**. Only one bidder will be selected.

4.2.2 The Evaluation shall be strictly based on the information and supporting documents provided by the applicants in the tender. It is the responsibility of applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria.

4.2.3 ASAP Kerala’s evaluation committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Scope of work, Terms and Conditions, applying the evaluation criteria and sub-criteria along with the compliance to the technical specifications of the items. A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender.

4.2.4 After the evaluation is completed, ASAP Kerala shall notify in the website <http://www.asapkerala.gov.in> those bidders that have been technically qualified. The Financial Proposals shall be opened by the Chairperson and Managing Director or his

authorized representative. The bidders will get message on the financial proposal opening date and time prior to the scheduled opening and also able to view financial proposal price in ASAP Kerala website. These Financial Proposals shall be then opened, and the prices recorded.

4.2.5 Initially the bidder's responses will be reviewed for compliance with the terms and conditions mentioned across different sections of this RFP document. The bidders who fail to comply with any of the terms and conditions mentioned may be termed as non-responsive and will not be evaluated further. For those bidders who have qualified the terms and conditions and prequalification criteria, technical evaluation will be conducted followed by the price-bid evaluation. The bidders who qualify the minimum technical requirement will be considered for the price-bid evaluation. The price proposals will remain sealed until the technical evaluation is complete.

4.2.6 The financial bid shall contain the financial details offered for Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala.

4.2.7 The Bidder is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, including taxes, specified in the Financial Proposal shall be considered as the offered price. The Bidder shall quote rates inclusive of all statutory levies, taxes, charges, surcharges, GST and other taxes etc. The Prices shall be FIRM throughout the period of contract. No component of cost / tax shall be paid by the ASAP Kerala unless the same is included specifically in the Bid. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted. The Bidder shall quote rate only in Indian Rupees

4.2.8 It is cautioned that any bidder which discloses its rates in the technical bid will be summarily rejected.

4.2.9 Technical Evaluation sheet

RFP NO.					
EVALUATION DATE					
SL No.	Evaluation Criteria	Bidder-1	Bidder-2	Bidder -n	Remarks
1	The firm shall have a standing of at least five years in the profession with at least 3 years' experience in internal audit/statutory audit	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	(Qualified/ Not Qualified)	

	and should have handled internal and/or statutory audit of at least 5 PSUs/Government Companies/Government Boards or corporations/ Infrastructure or project implementation tasks in the Government sector during the 3 year period(2018-2021				
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Form 1**Details of Applicants Operations****A. General Information about the Applicant**

Sl No	Information sought	Details to be furnished
1	Name and address of the firm	
2	Address of the Trivandrum branch of the firm (If different from above)	
3	Year of establishment of the firm.	
4	List of Partners as on 01.06.2021	
5	Number of paid Chartered Accountants employed by the firm.	
6	Number of semi –qualified employees/articles attached with the firm.	
7	Exposure of the firm in other PSUs under Central/State Govt. as statutory /internal Auditors. (Name of PSU, year of audit and nature of audit)	
8	Constitution Certificate issued by ICAI.	
9	GST Registration Number	
10	PAN	
11	Contact details with phone and email.	
12	Other areas in which services are offered viz (For information only)	
i	Income Tax Consultancy	
ii	GST Consultancy	
iii	Central Excise and Customs consultancy	
iv	Duty drawback consultancy	
v	Foreign exchange, Export and import consultancy	
vi	International Taxation	
vii	Government transactions	
viii	Procurement and Tendering	
ix	Companies Act 2013	
x	General Accounting and Accounting Standards.	
xi	Any other relevant area	

Form 2

Undertaking

We have carefully read the entire set of Tender Documents (Tender no:) of ASAP Kerala for the Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala and accept all the terms and conditions therein are submitting herewith. We also undertake that there is no conflict of interest as specified in Clause 2.4 (a and b) of Tender document.

We as bidder confirm our acceptance for the Terms and conditions in the RFP with Chairperson and Managing Director, ASAP Kerala

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

Name :

Designation with seal :

(Authorized Representative and Signatory of the bidding entity)

Financial Proposal Submission Form

{ Location, Date }

To: [Name and address of Client]

Dear Sir,

I/We, the undersigned, offer to provide Chartered Accountant Firm as Internal Auditors for ASAP Kerala in accordance with your tender document [Insert Date] and our Technical Proposal.

My/Our attached Financial Proposal is for the amount of Rupees and tax component as mentioned in the below format { Insert amount(s) in words and figures },

Sl No	Item	Total (Excluding Taxes)
1	Fees per Annum	
Taxes		
Total Rate (Including Taxes)		

My/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 the Tender.

This bid should be “firm and irrevocable offer “and should be valid 120 days from date of opening of the bid.

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

Yours sincerely,

Authorized Signature { In full and initials }: _____

Name and Title of Signatory: _____

In the capacity of:

Address:

Office seal

Annexure 1

Self-Declaration - Non Blacklisting

(On non-judicial stamp paper of Rs.200/- and **duly attested by Notary Public**)

To

The Chairperson and Managing Director,
Additional Skill Acquisition Programme Kerala

Sir,

In response to the RFP reference no dated **for the Selection of Chartered Accountant Firm as Internal Auditors for ASAP Kerala**, I hereby declare that presently our firm is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body.

I further declare that our firm is not blacklisted and not declared ineligible for reasons other than Corrupt and Fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of submission of RFP.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking You

Name of the Bidder

Authorised Signatory

Seal of the Organization