



भारत सरकार
Government of India
जल शक्ति मंत्रालय
Ministry of Jal Shakti
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग
Department of Water Resources, River Development and Ganga Rejuvenation
ब्रह्मपुत्र बोर्ड
Brahmaputra Board
बशिष्ठ, गुवाहाटी -29
Basistha, Guwahati-29

**Request for Proposal (RFP) for
“Engagement
of
Chartered Accountant Firm
for
Drafting an Internal Audit Manual for Brahmaputra Board”**

RFP No. BB/11256/2022/ITC/06

Dated 11.03.2022

Issued by

**Executive Engineer (HQ)
Brahmaputra board
Basistha, Guwahati -781029**

March'2022

E-TENDER NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD NOTICE INVITING ONLINE RFP

Brahmaputra Board, Basistha, Guwahati-781029 invites online bid in two bid system (Technical & Financial bid) for “Engagement of Chartered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board”.

RFP No: BB/11256/2022/ITC/06 Date: 11.03.2022

Name of the Work: “Engagement of Chartered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board”

The online bid document and other details can be obtained from the website <http://eprocure.gov.in>. This notice may also be seen at website <http://brahmaputraboar.gov.in>. All corrigendum/ addendum shall be issued online only at <http://eprocure.gov.in>/ or <http://brahmaputraboar.gov.in>.

Schedule of the Events:

WORK VALUE	Rs. 1.5 (One Lakh Fifty Thousand) Only
COST OF BID DOCUMENT	NIL (ZERO) RUPEES
EMD/BID SECURITY (Ref Para 4.13 for Instructions regarding Bid Security/EMD)	Rs. 5000.00 (Five Thousand) Only
DOCUMENT DOWNLOAD/ SALE START DATE AND TIME	16:00hrs on 11/03/2022
BID SUBMISSION START DATE AND TIME	17:00hrs on 11/03/2022
ONLINE PRE BID MEETING	10:30 hrs on 21/03/2022
BID SUBMISSION CLOSING DATE AND TIME	14:00hrs on 04/04/2022
TECHNICAL BIDS OPENING DATE AND TIME	14:00hrs on 05/04/2022
FINANCIAL BID OPENING DATE AND TIME	To be informed later to the qualified bidders

Note: For details of Online Pre-Bid Meeting please contact **9101621390/8399844686** or email to **bbrd-ghy@nic.in** before the scheduled Date and Time of the Pre-Bid Meeting or Check Website of Brahmaputra Board <https://brahmaputraboar.gov.in/> for any updates.

-Sd-

Executive Engineer (HQ)
Brahmaputra Board
Basistha, Guwahati-781029

Copy to:

1. PPS to the Chairman/ PS to the Vice Chairman, Brahmaputra Board
2. Chief Engineer-I/II, Brahmaputra Board
3. Dy. Financial Adviser, Brahmaputra Board
4. All Dy. Chief Engrs/ Superintending Engrs. B. Board for wide circulation & notice board
5. All Executive Engrs., Brahmaputra Board for wide circulation & notice board
6. IT CELL for uploading in CPPP & Brahmaputra Board Website

SECTION – I

1.0 Introduction:

The Brahmaputra Board(Board) headquartered in Guwahati is a statutory body set up under an Act of Parliament called the Brahmaputra Board Act, (Act 46 of 1980) under the Ministry of Irrigation (Now renamed as Ministry of Jal Shakti). The jurisdiction of the Board includes both the Brahmaputra and Barak Valley and covers all the States of the North Eastern Region, Sikkim and part of West Bengal falling under Brahmaputra basin. Its Mission is Regulation and development of Inter-State Brahmaputra & Barak River Valley by planning and such other measures so as to achieve development and utilization of water resources of Brahmaputra. It has a vision to Integrate Management of Flood and River Basins of interstate/international rivers of NE Region by involving expertise of domain experts, state of art knowledge & technology, working closely with State Governments and other Stake Holders. To carry out its Mission and Vision it has offices in all the North Eastern states alongwith an office in West Bengal and a coordination office in New Delhi.

Brahmaputra Board intends to engage suitable Chartered Accountant Firm (the “Bidders”) who will be eligible for participation in the Bid Stage, for awarding the project of “Drafting an Internal Audit Manual for Brahmaputra Board” through an open competitive bidding process in accordance with the procedure set out herein.

E-tenders are invited by Brahmaputra Board, Ministry of Jal Shakti, Government of India under “Two Bid System’ i.e. Technical Bid (Pre qualification) & Financial Bid for “Drafting an Internal Audit Manual for Brahmaputra Board”.

2.0 General

- 2.1 Tender document can be downloaded from CPPP portal <https://eprocure.gov.in/epublish/app> or from Brahmaputra Board Website <http://brahmaputraboar.gov.in/>
- 2.1 All documents submitted should be readable/legible.
- 2.2 All corrigendum/ addendum/ errata/ other information in respect of the above tender shall be issued online only at <https://eprocure.gov.in/epublish/app> or at Brahmaputra Board website i.e. <http://brahmaputraboar.gov.in/> Hence, all bidders are advised to check the e-procurement/ Brahmaputra Board website regularly.
- 2.3 Brahmaputra Board intends to assign 1 (one) Chartered Accountant Firm for “Drafting an Internal Audit Manual for Brahmaputra Board”
- 2.4 Bidding through 2(two) tier bid system is invited by Brahmaputra Board for “Engagement of Chartered Accountant firm for drafting an Internal Audit Manual for Brahmaputra Board”. Interested Chartered Accountant firms/agencies who have suitable experiences, may submit the bids in this regard as per the eligibility conditions laid down in this bid document.
- 2.5 The Board will select & engage a Firm / Company /Agency, in accordance with the method, terms & criteria of selection specified in this bid document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that Board’s decisions are without any appeal whatsoever.

- 2.6 All Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the Board as well the sites before submitting a proposal and attend Pre-bid Meeting, if any. Attending the Pre-Bid Meeting is optional. Bidders should contact the Board's representative to obtain additional information Contact: 9101621390/8399844686.
- 2.7 The proposal could form the basis for future negotiations and ultimately may lead to contract between the successful bidder and the Board.
- 2.8 The cost of preparing the proposal and all subsequent negotiations, if any, with Brahmaputra Board and other experts on tasks and actions directly and indirectly related shall be borne by the bidder.
- 2.9 Brahmaputra Board reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
- 2.10 The Board requires that the Bidders provide professional, objective and efficient services at all times and holds the Board's interest paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Board.
- 2.11 'Proposal' and 'Bid' means the same in this document and 'he' also means to include 'she' and vice-versa. "Board" means "Brahmaputra Board" and "Committee" means "Committee constituted by Board".
- 2.12 At any time before the last date of submission of Proposals, the Board may amend the bid document. All such amendment/corrigendum/ addendum/ errata/ other information in respect of the above tender shall be issued online only at <https://eprocure.gov.in/epublish/app> and at Brahmaputra Board website <http://brahmaputraboard.gov.in>.
- 2.13 The Bidder, by submitting its Application pursuant to this RFP Document, shall be deemed to have acknowledged that without prejudice to the Board any other right or remedy hereunder or in law or otherwise, the Performance Security, shall be forfeited and appropriated by the Board if the Agency is engage themselves with the following situation:
 - a) If a Bidder engages in any of the Prohibited Practices specified herein
 - b) If the Bidder is found to have a Conflict of Interest specified herein
 - c) If the Selected Bidder commits a breach of the Agreement
- 2.14 Experienced agency/ firms with experience of executing projects of similar nature may submit their proposals as response to this RFP and credentials as per details in this Document.
- 2.15 The particulars furnished regarding the work to be executed through this bid/ RFP are provisional and liable to be modified as and when required in the interest of the Brahmaputra Board on the basis of needs.
- 2.16 Brahmaputra Board is not bound to accept any or all the RFP. Brahmaputra Board reserves the right to reject any or all RFP in the interest of the Brahmaputra Board without assigning any reasons, thereof. No bidder shall have any cause of action or claim against Brahmaputra Board or its officers, employees, advisers, agents, successors or assignees for rejection of this RFP. Documents submitted by the bidders in connection with this RFP will be the property of Brahmaputra Board.
- 2.17 The discretion and decision of the Competent Authority in respect of the 'RFP' shall be final and bidding.

- 2.18 The following documents are enclosed to enable bidders to submit their proposals:
 - i. Additional Terms & Condition of Contract (**Section II**)
 - ii. Technical & Financial Formats to be included with Bid (**Section III**)
- 2.19 All documents and other information supplied by the Board or submitted by a Bidder shall remain or become, as the case may be, the property of the Board. The Board will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 2.20 The successful bidder is required to maintain secrecy of documents and information related to the Board collected by them during the course of the work.
- 2.21 The successful bidder shall be responsible in case of any damage/loss of any data of Brahmaputra Board. Loss of data on their part shall lead to imposition of compensation / penalty as finalized by the Board.
- 2.22 Brahmaputra Board will not be responsible for any incident concerning natural calamity/burglary/theft/fire/material damage/personal accident and public liability during the course of the work.
- 2.23 The successful bidder has to maintain the quality of work and the work shall be executed/completed to the entire satisfaction of the Board.
- 2.24 After selection, a Letter of Award/Intent (LOA/LoI) shall be issued, by the Board to the Selected Bidder shall submit the Performance Security for an amount equivalent to 3% (three percent) of the Agreement Value rounded off to the next ONE THOUSAND.
- 2.25 The Selected Bidder shall commence the work on issue of work order, or such other time as may be mutually agreed. If the Bidder fails to either sign the Agreement or commence the assignment as specified, the Board may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case maybe cancelled/terminated.
- 2.26 Along with the Agreement, Performance Security, the Bidder who is awarded with the work must submit signed copy of all pages of this RFP Document.
- 2.27 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the anti-fraud and corruption policy of the Board and Government of India.
- 2.28 Any publication on any platform, sharing of contents documents related to the work shall not be undertaken by the selected bidder without prior approval of Brahmaputra Board.
- 2.29 Board will have the right to terminate the contract by giving written notice. In the event of termination for no fault of Bidder, the Board will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing up of the work. If the contract is terminated due to the fault of the Bidder or in case of termination of the contract by the Bidder not attributable to the Board, the Board will forfeit the performance security of the Bidder and no other reimbursement will be due to the bidder.
- 2.30 Any entity which has been barred by the Central Government, any State Government, a statutory Board or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, such bidders would not be eligible to submit a Proposal/ participate in this e-tender bid.

- 2.31 A Bidder should have, during the last 3(three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have/had any agreement terminated for breach by such Bidder. Self declaration in this regard is to be submitted by the bidders
- 2.32 Bidder shall not, without prior written consent from the Board, disclose the Contract, or any provision thereof, or any specification, plan, pattern, sample or information furnished by or on behalf of the Board in connection therewith, to any person /agency in the performance of the Contract.
- 2.33 All the work/project related documents issued by the Board, other than the Contract itself, shall be the property of the Board and shall be returned (in all copies) to the Board on completion of the work under the Contract.
- 2.34 Copyright of all the data, information and documents lies with the Board and Bidder cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.
- 2.35 In any circumstances, for any conditions breach on the bidder's behalf, Bidder will be fully responsible for the same and if required, the Board may levy penalty for the same and / or any legal or administrative action taken against the Agency/Firm/Bidder.
- 2.36 Notwithstanding anything contained in this RFP DOCUMENT , the Board reserves the right to accept or reject any Application and to cancel or withdraw the RFP DOCUMENT process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2.37 The Board reserves the right to reject any Application if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.
- 2.38 The Bidder shall not have any Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 2.39 Board shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of any liquidated damages caused to the Board.
- 2.40 In addition to the liquidated damages not amounting to penalty, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Board, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the Board and blacklist the Bidder for all future works and projects. If the performance by the Bidder is unsatisfactory or not upto the requirement, suitable penalty or compensation shall be imposed on the Bidder at rates as decided fit by the Board.
- 2.41 In participation/submission of bid against this RFP/Tender, the bidders have automatically acknowledged that they have examined all relevant documents and understood their contents, have no reservations to the bid document, including any Addendum issued by the Board.

3.0 Scope of Work:

The scope of work for the agency/ firm shall include, but not only limited to following:

- 3.1 The Internal Audit Manual so prepared must be in accordance with the guidelines issued by Government of India and C&AG.
- 3.2 The Internal Audit Manual should be prepared as per the Board's requirement and it should specify the laws, rules and regulations to be followed by the Internal Audit Team and by the Board in general.
- 3.3 The Internal Audit Manual should give an overview of the Internal Control Framework for the Board.
- 3.4 The Internal Audit Manual should specify the standard operating procedures (SOP) to be followed by the Internal Audit Team.
- 3.5 The Internal Audit Manual should specify the broad guidelines to be followed by the Internal Audit Team.
- 3.6 The Internal Audit Manual should specify the nature, scope, objectives and mission of the Internal Audit.
- 3.7 The Internal Audit Manual should specify the Code of conduct and ethical guidelines to be followed by the internal audit team and by the Board employees in general.
- 3.8 The Internal Audit Manual should specify the Best practices to be followed by the organization.
- 3.9 The Internal Audit Manual should also specify the necessary compliances to be ensured by the Board and its offices especially from the financial point of view.
- 3.10 The Internal Audit Manual should also specify the broad desired duration to be spent by the Internal Audit Team in a particular Division/Office (maybe depending on the nature of Expenditure/Works, etc) and also the desired team size.
- 3.11 The Internal Audit Manual should also specify how an internal audit should be planned, approved, communicated and conducted.
- 3.12 The Internal Audit Manual should specify procedure and format for the preparation and presentation of Internal Audit report.
- 3.13 The Internal Audit Manual should also specify the duties and responsibilities of the Internal Audit Team.
- 3.14 The Internal Audit Manual should contain the different types of Audit to be conducted and the processes to be followed thereof.
- 3.15 The Internal Audit Manual should specify the process and mechanism to be followed for Internal Audit of specific areas.
- 3.16 The Internal Audit Manual should specify the Risk control mechanism to be followed by the Board.
- 3.17 The Internal Audit Manual should also suggest the manner in which the records of the Internal Audit are to be kept and maintained.
- 3.18 The Internal Audit Manual should also suggest the mechanism for periodical review/monitoring of the Internal Audit Objections/Observations/Paras by the concerned authority and also the procedure for settling the Internal Audit objections/observations/paras.
- 3.19 Any other further points as deemed necessary during the course of execution of work.
 - a) To conduct study and find references & documents as per scope relevant to the assignment.
 - b) Undertake meetings with important stakeholders and BOARD's officials to incorporate their inputs and prepare draft rules & regulations
 - c) All Logistics of the employees of the firm to be borne by the firm.

- 3.20 The Scope of Work specified in this Clause are only illustrative and not exhaustive and the selected bidder shall undertake such other tasks as may be necessary to successfully complete the work.
- 3.21 No sub-letting or sub-contracting of the work is allowed.
- 3.22 The selected bidder must ensure that for preparation of Internal audit manual at least 2(two) qualified staff/personnel should be present in Brahmaputra Board HQ daily which should be supervised by at least one ACA. Weekly report must be submitted by the as per the timelines specified by the Dy Financial Advisor or any other officer in charge of Finance & Accounts wing in-charge as designated by the Board.
- 3.23 The Board reserves the right to add or reduce the scope of work at its discretion.
- 3.24 The role of the selected bidder is to provide services and adhere to the requirements of the Board in close coordination with the Dy. Financial Adviser or designated officer of the Board.
- 3.25 The work shall be considered completed only on the issuance of completion certificate issued by an officer authorized by the Board.
- 3.26 All tools, electronic devices and materials like Laptops, Tablets, softwares and electronic materials, etc required for execution of the work shall be the responsibility of the Bidder. The Board will provide them with the secretariat assistance during the course of the work as required.

ADDITIONAL TERMS OF THE WORK

- 3.27 The selected bidder is bound to complete the **timelines** as stated below:
- a) 1st Day of commencement of work – The supervisor should submit the work plan to the Dy. Financial Adviser and chalk out strategies to complete the work as per the input from the Dy. Financial Adviser (DFA) and the requirements of the Board
 - b) 7th Day after the commencement of work - 1st Preliminary Report to be submitted by the supervisor and discussion to be made with the Dy. Financial Officer or any other officer designated by the Board.
 - c) 14th Day after the commencement of work – 2nd Report to be submitted by the supervisor and discussion on the progress to be made with the Dy. Financial Officer or any other officer designated by the Board. Atleast 65% of the work is expected to be completed at this point of time.
 - d) 21st Day after commencement of work – 1st Draft of Final Internal Audit Manual to be submitted by the supervisor and discussion on any issues to be made with the Dy. Financial Officer or any other officer designated by the Board. The 1st Draft will be scrutinized by the Board and comments and suggestions where modification is required will be given to the contracted Chartered Accountant firm/agency/company.
 - e) 25th Day after commencement of work – After getting suggestions and inputs from the Board, the 2nd Draft Final Internal Manual Audit needs to be submitted.
 - f) 30th day after commencement of work – Final Internal Audit Manual after necessary corrections and suggestions from the Board needs to be submitted.
 - g) If the stated timelines as given above falls on a holiday, the timeline is automatically applicable on the next working day.

- 3.28 The timelines of 30 days at **para 3.27** maybe extendable by another 15 days with certain penal provisions as specified in **Para 3.29** below.
- 3.29 Penalty Clause: If the extension of timeline beyond the stipulated 30 days of completion of the assignment is due to the request or due to the inefficiency on the part of the CA Firm, then penalty will be imposed as per below mentioned rate:
- I. 0-5 days – 2% of the value of the contract/agreement.
 - II. 6-10 days- 3% of the value of the contract/agreement.
 - III. 11-15 days- 5% of the value of the contract/agreement.
- 3.30 Any further extension beyond 15 days may result in cancellation of the contract with or without any payment to the successful bidder except under exceptional circumstances. Any decision taken by the Board in this regard will be final. If extension is on the request of Brahmaputra Board, no extra remuneration will be paid to the successful bidder.
- 3.31 The date of starting the work as indicated in the RFP maybe subject to change. The actual date of commencement of work will be indicated in the Letter of Award/Intent(LOA/Lol).
- 3.32 The Dy. Financial Adviser or any other officer nominated by the Board will regularly monitor and assess the preparation of the internal audit manual and the selected bidder is expected to stick to the timelines as stated in **Para 3.27** above

4.0 INSTRUCTIONS FOR BID SUBMISSION /TENDER SUBMISSION

- 4.01 The copy of Bid document can be downloaded from the website of CPPP at www.eprocure.gov.in and bid may be uploaded in the portal before the last date of submission of bid.
- 4.02 The Tender as well as all its annexures, documents etc. shall be submitted by the interested Bidders only in the online mode in the Central Public Procurement Portal (CPPP) at the web address “<https://eprocure.gov.in/eprocure/app>”.
- 4.03 The “Technical Bid” shall be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address “<https://eprocure.gov.in/eprocure/app>”. Similarly, all annexures required to be submitted along-with the “Technical Bid” and all other supporting documents required to be submitted along-with the “Technical Bid” shall also be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address “<https://eprocure.gov.in/eprocure/app>”.
- 4.04 The “Technical Bid” shall be uploaded only in the “Technical Bid” portion of the e-portal and separately from the “Financial Bid”.
- 4.05 The “Financial Bid” shall also be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address “<https://eprocure.gov.in/eprocure/app>”.
- 4.06 The “Financial Bid” shall be uploaded only in the Financial Bid portion of the eportal and separately from the Technical Bid.
- 4.07 No offline Bid (i.e. the “Technical Bid” and the “Financial Bid”) shall be submitted by any Bidder the same will not be considered and, further, the Bid of the Bidder shall be summarily rejected.
- 4.08 The Tender shall be submitted in two parts i.e. the “Technical Bid” and the “Financial Bid”.

- Both the “Technical Bid” and the “Financial Bid” shall be submitted only through the online mode.
- 4.09** The “Technical Bid” containing Scanned Documents as per instructions as per terms and conditions of this “Request for Proposal” (RFP) shall be submitted in the pdf format only
- 4.10** The “Financial Bid” shall not be submitted in the PDF format or the MS Word format or any other format except in the MS Excel Spreadsheet format (standard BOQ). as per the instructions in the online portal.
- 4.11** The “Financial Bid” and the “Technical Bid” shall not be submitted together under any circumstance. If the “Financial Bid” and the “Technical Bid” are submitted together online in any format, the Tender of the Bidder shall be summarily rejected.
- 4.12** No annexures, documents etc. shall be submitted with the “Financial Bid” except the “Financial Bid” (BOQ) itself.
- 4.13 INSTRUCTIONS FOR SUBMISSION OF EMD/BID SECURITY :**
- a) EMD/Bid Security amounting to Rs. 5000.00 (Rupees Five Thousand) Only is required to be submitted by the Bidder/Firm in the form of demand draft/ banker’s cheque Draft or Fixed Deposit Receipt or Bank Guarantee of any scheduled bank having validity for 4(four) months or more from the last date of receipt of bids to be drawn in favour of “Financial Adviser, Brahmaputra Board” payable at Guwahati, Assam
 - b) A Scanned Copy of the EMD/Bid Security shall be uploaded to the e-Tendering website within the period of bid
 - c) The original instrument (e.g. demand draft, banker’s cheque etc) pertaining to the Bid Security shall be physically submitted by the interested Bidders in a sealed envelope in the office of the Executive Engineer(HQ), Brahmaputra Board, Basistha, Guwahati-781029, Assam before the closing date & time of the bid
 - d) The sealed envelope shall be titled “Bid Security for Engagement of Chartered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board”.
 - e) The name and address of the Bidder shall be written on the reverse portion of the envelope.
 - f) The Bidder shall put his signature and seal on the flap of the envelope containing the original instrument of the Bid Security.
 - g) In case original instrument of the Bid Security is not received from a Bidder before the last/final date and time of submitting the Tender, the Bid of the Bidder shall be rejected as non-responsive.
 - h) In the case of the Bidders exempted from furnishing the Bid Security, the Bid Security Declaration (Refer **Form VII**) shall be submitted by the interested Bidders online along-with the “Technical Bid”.
 - i) It may be ensured that the nature of services mentioned in the MSME/ MSE’s Certificate matches with the nature of services to be supplied as per Tender.
 - j) If the tenderer withdraws or modifies their bids during the period of validity etc. they
 - k) will be suspended for a period of 3 (three) years to bid in Brahmaputra Board. The bid

4.2 Summary of important dates is as below:

(i) Document download / sale start date	: 11.03.2022 (from 1600 hours)
(ii) Pre-bid meeting (Online)	: 21.03.2022 (1030 hrs)
(iii) Bid submission start date	: 11.03.2022 (from 1700 hours)
(iv) Bid submission closing date	: 04.04.2022 (upto 1400 hours)
(v) Technical Bid opening date	: 05.04.2022 (1400 hours)
(vi) Financial Bid Opening	: To be informed later

4.3 EVALUATION AND AWARD OF WORK

- a) A two-stage procedure will be adopted in evaluating the proposals with the Technical Evaluation being completed prior to any Financial Proposals being opened. The Technical Proposals will be evaluated based on the criteria laid down in this RFP.
- b) The selection would be based on satisfying all the technical criteria as stated in **para 4.4** below
- c) Only the bidders who qualify the technical criteria at **Para 4.4** below will be evaluated for financial criteria.
- d) The bidder who fulfils all the technical criteria (**Para 4.4 below**) and who quotes the lowest financial bid will be awarded the work contract.
- e) The decision of this Board with regard to selection/engagement of agency will be final and binding.
- f) The Competent Authority of Brahmaputra Board may, at its discretion, call for additional information or seeking clarifications from the Bidder(s). Such information shall have to be supplied within the time frame set out by the Authority. Else, the said Authority shall make its own reasonable assumption and do the evaluation accordingly which will be binding and acceptable to all bidders.
- g) If required, negotiations maybe scheduled with the first ranked bidder. If negotiations do not reach any conclusions with the first ranked bidder, the Board may then invite the second ranked bidder for negotiations.

4.4 TECHNICAL CRITERIA

Interested bidder should fulfill all the below mentioned technical Criteria:

1. CA Firm/Bidder needs to be empanelled with C&AG of India
2. CA Firm/Bidder needs to be registered with GST
3. There should be at least 5(five) partners in the firm with at least 1(one) full time FCA (Fellow Chartered Accountant) and 2(two) full time ACA(Associate Chartered Accountant).
4. The firm should have an office or Branch office at Guwahati, Assam
5. They should have experience in preparation and/or updating of Internal Audit Manual for Central Govt/State Govt/PSU/Autonomous bodies of Central/State Govt. in the last 5(five) years.
6. **Duly Certified Annual turnover of the Firm:** Average of last 3(three) financial years must be at least 75 Lakh and with turnover not less than Rs 50 Lakh in any of the above 3(three) financial years.

5.0 Scanned Documents / Proposal to be submitted online in Technical Bid/ Technical Envelope:

The Agencies/ Firms are required to furnish the following details / list of documents duly signed and stamped on each page by the authorized signatory (**Scanned copies of all documents / certificate given below should be uploaded in the e-tender site**)

SI No	Documents Required to be submitted
1	Scanned copy of FORM -I : Covering Letter
2	Scanned copy of FORM II: Details of Firm/Agency
3	Scanned copy of FORM III : Summary of Work Experience Completed
4	Scanned copy of FORM IV : Format for Power of Attorney
5	Scanned copy of FORM V : Undertaking for deployment of Staff
6	Scanned copy of FORM VI Self Declaration Form
7	Scanned copy of FORM VII: Bid Securing Declaration Form (to be submitted only by Firms/ Bidders claiming exemption from furnishing the Bid Security/EMD)
8	Scanned copy of Proof of empanelment of the CA by C& AG for the year 2021-2022
9	Scanned copy of GST Registration Certificate
10	Scanned copy of Proof of Partners in the CA Firm with at least 1(one) full time FCA (Fellow Chartered Accountant) and 2(two) full time ACA (Associate Chartered Accountant).
11	Scanned copy of Proof of Head Office/Branch Office at Guwahati, Assam
12	Scanned Copy of Proof of Work Experience completed in preparation and/or updating of Internal Audit Manual for Central Govt/State Govt/PSU/Autonomous bodies of Central/State Govt. in the last 5(five) years from the date of issue of this RFP
13	Scanned copy of the Duly Certified Annual Turnover statements for the last 3(three) Financial Year ending 31 st March 2021.
14	Scanned Copy PAN Card
15	Scanned Copy of the EMD/Bid Security (if not exempted)
15	Any other relevant Document(s) if applicable (Please Note : Technical proposal shall not contain any financial Proposal/Financial Bid)

5.01 Note:

- a) All papers which are a photo copy and submitted as part of the proposal shall be duly signed and stamped by the authorized signatory of the firms/ agencies.
- b) The original instrument (e.g. demand draft, banker's cheque) pertaining to the Bid Security/EMD shall be submitted by the interested Bidders physically in a sealed envelope in the office of the Executive Engineer(HQ), Brahmaputra Board, Basistha, Guwahati-781029, Assam before the last/final date and time of submitting the Tender refer **PARA 4.13** for detailed Instructions regarding submission of EMD/Bid Security.
- c) In the case of the Bidders exempted from furnishing the Bid Security, the Bid Security Declaration **Form VII** shall be submitted by the interested Bidders online along-with the "Technical Bid".
- d) Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the firms/ agencies.
- e) All monetary figures should be in INR.
- f) Only proposals complete in all respects and containing all requisite documents/ information/ data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared "Non-Responsive" and summarily rejected and no requests for acceptance of information after the final date for submission of tender documents shall be entertained.

6.0 Other Terms and Conditions

6.01 No interest shall be payable by the Employer for the sum deposited as EMD/ Performance Guarantee

6.02 The Performance Guarantee shall be liable for forfeiture in the following events.

- a) If proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) If the proposal is varied or modified in a manner not acceptable to the employer after Opening of Proposal during the validity period or any extension thereof.
- c) If the bidder tries to influence the evaluation process.
- d) If the First ranked bidder withdraws his proposal prior to signing of contract or fails or refuses to furnish the performance security in accordance with instruction to the bidders.

6.03 Clarification on any query:

All clarification sought by any Bidder in respect of any query should be addressed to the Executive Engineer (HQ), Brahmaputra Board, Basistha, Guwahati-781029, Contact No.- 7002978512, email- bbrd-ghy@nic.in. An online pre-bid meeting to be held on **21/04/2022 at 1030 hrs** for intending Firms/ Agencies. For details of Online Pre- Bid Meeting please Contact- 9101621390/8399844686 or Check Brahmaputra Board Website <https://brahmaputraboard.gov.in/>

6.04 Bid Validity Period

The Bids shall be kept valid for acceptance for **120 (One Twenty)** days from the last date of Bid submission. In exceptional circumstances, Brahmaputra Board may request the bidder in writing to extend the validity of their proposals without allowing any modifications to the offer and stipulated conditions in the Bid.

6.05 Language of Bid

The language of the bid shall be in English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of the proposal from the consultant.

7.0 OPENING OF PROPOSAL

The online RFP (Technical Proposal) will be opened on **05/04/2022 at 1400 Hrs** (IST).

The Competent Authority of Brahmaputra Board may, at its discretion, call for additional information or seeking clarifications from the Bidder(s). Such information shall be supplied within the time frame set out by the Authority. Else, the said Authority shall make its own reasonable assumption and do the evaluation accordingly which will be binding and acceptable to all bidders.

8.0 PERFORMANCE GUARANTEE (PG)

In the event of an award, the successful agency/ firms will be required to arrange submission of the PG in the form of a Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee (BG) equivalent to 3% (Three Percent) of the contract consideration rounded off to the next ONE THOUSAND. The PG shall as per format (Attached in **Form No. VII**) and kept valid up to the completion of the assignment.

9.0 SIGNING OF FORMAL CONTRACT AGREEMENT

The successful agency/ firms shall be required to enter into a Contract Agreement with the Brahmaputra Board (Refer **Section-II**)

10.0 AWARD OF CONTRACT

After completing the evaluation and consultation, Brahmaputra Board will issue a letter of Intent to the selected agency/ firms.

The selected agency/ firms through its authorized representative will sign the contract after fulfilling all the formalities within 7 (Seven) days of issuance of the Letter of Intent (LoI).

11.0 TERMS OF PAYMENT

The Bidder who successfully qualifies and is selected to work on the Project would be paid as per the following term

PAYMENT TERMS

Sl. No	Description	Payment as % of Total Contract Value
1	After successful completion of the work, on the basis of certificate/documents of completion issued by the Dy. Financial Adviser or an officer designated by the Board.	100%

11.0(a) No Advance payment will be made.

11.0 (b) GST and Other Taxes will be processed as per rates applicable

12.0 CONTRACT PERIOD

6 (Six) months from the date of receipt of order of commencement for the work.

SECTION – II

ADDITIONAL TERMS AND CONDITION OF CONTRACT

(To be submitted after Award of Letter of Intent)

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the----- day of the -----month of 2022, between, on the one hand Brahmaputra Board (hereinafter called the "Owner") and, on the other hand, (herein after called the "Agencies/Firms ").

WHEREAS:-

The Owner intend to hire Agencies/Firms for Engagement of Chartered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board.

- A. The Owner has requested the Agencies/Firms to provide certain consulting services required for the Project as defined hereinafter (hereinafter called the "Services");
- B. Agencies/Firms , having represented to the Owner that they have the required professional skills, personnel and technical resources have agreed to provide the Services on the terms and conditions set forth in this Contract;

Now therefore the parties hereto hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- A. "Applicable Law" means the laws and any other instruments having the force of law in the State- Assam, as they may be issued and in force from time to time;
- B. "Contract" means this Contract together with all Appendices/ Attachments and including all modifications made, in accordance with the provisions between the owner and the Agencies/ Firms .
- C. "Effective Date" means the date on which this Contract comes;
- D. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- E. "Party" means the Owner or the Consultants as the case may be;
- F. "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project;
- G. "Third Party" means any person or entity other than the Government, the Owner, the Consultants or a Consultant.

1.2 Law governing contract

The governing law of contract shall be laws of India Indemnifying the BRAHMAPUTRA BOARD by the executing agency. The executing agency shall indemnify and shall always keep indemnified the Brahmaputra Board i.e. Government against all actions, suits, claims and demands brought or

made against it in respect of anything done or committed to be done by the executing agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to the government in consequence to any action or suit being brought against the executing agency for anything done or committed to be done in the course of execution of this agreement including losses/ damages liable or claimed for infringement of intellectual Property Rights of any third party. The executing agency will abide by the job safety measures prevalent in India and will free the Brahmaputra Board from all the demands or responsibilities arising from accidents or loss of life of the cause arising from the executing agency/contractor/vendors/their staff & workers negligence. The executing agency will pay all indemnities arising from such incidents without any extra cost to the Brahmaputra Board and will not hold the Brahmaputra Board responsible or obligated. The government may at its discretion and entirely at the cost of the Executing Agency defend such suit either jointly with the Executing Agency or singly in case the later chooses not to defend the case. This obligation will survive the termination of the contract for one year. Indemnification of the Executing Agency by the Brahmaputra Board he Brahmaputra Board undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of project Executing Agency, Contractors, vendors and specialist/ contract employees associated with them for the performance neither of service nor for any family of any person

1.3 Relation Between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Owner and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 mail, email or facsimile to such Party at the following address:

For the Owner: Attention: Email: ----- Postal Address: -----

For the Agencies/ Firms : Attention: Email: -----Postal Address : -----

1.5 Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- A. on behalf of the Owner by representative;
- B. on behalf of the Consultants by representative.

1.6 Taxes and Duties

The consultants shall pay all the taxes including GST, Service Charge, all duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract. GST will be processed by Brahmaputra Board as per rule applicable.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Owner's notice to the firm confirming that the following conditions have been met:

- A. This Contract has been approved by Owner.
- B. Requisite Advance payment Bank Guarantee in the prescribed format has been submitted.

2.2 Commencement of Services

Agencies/Firms shall begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing.

2.3 Expiration of Contract

Unless terminated, this Contract shall terminate' when, pursuant to the provisions hereof, the Services have been completed and the payments have been made.

2.4 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the parties has been obtained.

2.6 Force Majeure:

2.6.1 Definition

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such parties control such as act of god, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such parties control to obtain necessary labour, materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but no later than 10 days after becoming aware of first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof. Notwithstanding the foregoing however if performance required by the agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

2.6.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. Extension of time will not result in any

increase in the contracted amount until there is change in scope of work.

2.7 Suspension

The Owner may, by written notice of suspension to the Agencies/Firms , suspend all payments to the Agencies/Firms hereunder if the Agencies/Firms fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agencies/Firms And Agencies/Firms to remedy such failure within a period not exceeding seven (7) days after receipt by the Agencies/Firms of such notice of suspension and shall invoke contract performance guarantee.

2.8 Termination

In the event Brahmaputra Board terminates agreement in whole or in part in pursuant to conditions of agreement the Brahmaputra Board may take services similar to those undelivered and the Executing Agency shall be liable to Brahmaputra Board for any excess cost for such similar services. However, the Executing Agency shall continue the performance of the agreement to the extent not terminated and the Executing Agency shall have no claim to compensation for any loss that he may thus incur on account of the action of Brahmaputra Board. In case of termination during the agreement, Brahmaputra Board will have the right to retain the documents prepared by the Executing Agency during the agreement period and the Executing Agency shall have no right to use the same in any other application without the permission of Brahmaputra board. The decision of Brahmaputra Board in this regard will be binding on the Executing agency. The performance guarantee of Executing Agency will also be forfeited in case of default by the Executing Agency.

3.0 OBLIGATIONS OF THE Firms /Agencies

3.1 General

3.1.1 Standard of Performance

The firm/agencies shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

3.1.2 Conflict of Interest

The consultant shall hold the Brahmaputra Board's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

3.1.3 Confidentiality:

The **Firms /Agencies**, their Sub- Consultant and the Personnel of either of them shall not, during the term or in future after the expiration of this Contract, disclose any proprietary or

confidential information relating to the Project, the Services, this Contract or otherwise prior written consent of the Brahmaputra Board.

3.2 Documents Prepared by the Firms /Agencies to be the Property of the Client

All reports and other documents prepared by the **Firms /Agencies** in performing the Services shall become and remain the property of the Brahmaputra Board and the **Firms /Agencies** shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Brahmaputra Board, together with a detailed inventory thereof. The **Firms /Agencies** may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the Brahmaputra Board.

4.0 OBLIGATIONS OF THE CLIENT

4.1 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the **Firms /Agencies** in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the contract.

5.0 FAIRNESS AND GOOD FAITH

5.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

5.2 GST

The rate quoted should be exclusive of GST.GST will be paid/processed by Brahmaputra Board as per Government of India norms.

6.0 SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably will be decided by the Committee constituted by Brahmaputra Board. The decision by this Committee shall be final and binding upon both parties and shall be enforceable in Jurisdiction of Gauhati High court only.

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

For and On Behalf of (Owner) _____ Witness:

By: 1. Authorised Representative -----
2. Authorised Representative -----

For and On Behalf of (Firms /Agencies) _____ Witness:

By: 1. Authorised Representative -----
2. Authorised Representative -----

Section-III
TECHNICAL FORM No. – I
Letter of Proposal/ Covering Letter

Date:

To,

The Executive Engineer (HQ)
Brahmaputra Board
Basistha, Guwahati

Sub: Request for Proposal (RFP) from reputed agencies/ firms in two bid system (Technical & Financial bid) for Engagement of Chartered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board

Dear Sir,

1. With reference to your RFP No. BB/11256/2022/ITC/06 Dated 11.03.2022 I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for engagement as Chartered Accountant Firm/Agency/Company for Drafting an Internal Audit Manual for Brahmaputra Board. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices and Annexure are true and correct and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Chartered Accountant Firm/Agency/Company for the aforesaid work.
4. I/We shall make available to the Board any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Brahmaputra Board to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.
7. I/We declare that:
 - a) I/We have examined and have no reservations to the bid document, including any Addendum issued by the Board;
 - b) I/We do not have any conflict of interest in accordance with Clause of the bid document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the bid document, in respect of any tender / bid or request for proposal issued by or any agreement entered into with the Brahmaputra Board or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Event Management Agency, without incurring any liability to the bidders in accordance with clause of the bid document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a

- regulatory Board which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a Regulatory Board is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Board in connection with the selection of Chartered Accountant Firm for drafting the draft audit manual of Brahmaputra Board or in connection with the Selection Process itself in respect of the above mentioned Project.
 13. In-lieu of EMD, the Bid Securing Declaration Form as in format Form I(H) is attached in this proposal, in accordance with the bid document.
 14. I/We agree and understand that the proposal is subject to the provisions of the bid document. In no case, shall I/we have any claim or right of whatsoever nature if the contract for the Project is not awarded to me/us or our proposal is not opened or rejected.
 15. I/We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date specified in the bid document.
 16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith. Ref Format Form I(C).
 17. In the event of my/our firm being selected as the Chartered Accountant Firm/Agency/Company for Drafting an Internal Audit Manual for Brahmaputra Board, I/we agree to enter into an Agreement with the Board.
 18. I/We have studied the RFP Document and all other documents carefully and also surveyed the Project sites. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Brahmaputra Board or in respect of any matter arising out of or concerning or relating to the selection process including the award of Contract/Project.
 19. The Financial Proposal is being submitted in a separate sealed envelope. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding onus.
 20. I/We agree and undertake to abide by all the terms and conditions of the bid document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the bid document.

Yours faithfully,

Dated this day of 2022.

**(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)**

TECHNICAL FORM No. – II
Pro-forma for furnishing DETAILS OF BIDDER/ FIRM

SI No	Particulars	Details		Remarks if any
1	Communication Details of the Chartered Accountant Firm /Agency /Company	Name of the Firm/Co. :		
		Registered Address :		
		Email id :		
		Contact person name :		
		Contact/Ph. no. :		
2	GST Registration number			
3	Is the entity currently debarred from conducting audit or operating in any form by ICAI/C&AG/Any Central or State Govt. office/organisation?			
4	C& AG Empanelment No.	Empanelment No		
5	No. of partners in the bidder Firm/Agency /Company	Nos. of FCA		
		Nos. of ACA		
		Nos. of CAs		
6	Location of Head Office (please provide full Postal address, & Email id.)			
7	Whether any office of the bidder is located in Guwahati? If Yes, then please give the number of offices located in Guwahati and all the detailed addresses.			
8	No. of Internal Audit Manual prepared/updated for Central Govt/State Govt/PSUs/ Autonomous bodies of Central/State Govt. in the last 5(five) Year before 11.03.2022	Date Between	Number of relevant Work Completed	
		11.03.2021-10.03.2022		
		11.03.2020-10.03.2021		
		11.03.2019-10.03.2020		
		11.03.2018-10.03.2019		
9	Turnover of the bidding firm/agency/company in the last 3 F.Ys.	F.Y. 2018-19		
		F.Y. 2019-20		
		F.Y. 2020-21		

Date:**Authorized Signature:****Seal of the Bidder:**

TECHNICAL FORM No.- III

SUMMARY OF WORK EXPERIENCE COMPLETED DURING LAST 5 YEARS

SL. No.	Name of Assignment /Project	Brief Scope of the Project	Name of Sponsoring Department/PSU/Govt Body	Cost of assignment	Date of Commencement	Date of Completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

The firm should submit proof of above work experience in preparation and/or updating of Internal Audit Manual for Central Govt/State Govt/PSU/Autonomous bodies of Central/State Govt. in the last 5(five) years from date of issue of this RFP i.e 11.03.2022

Date:

Authorized Signature:

Seal of the Bidder:

TECHNICAL FORM No.- IV
Format for Power of Attorney

Know all men by these presents, we, (name of Firm) at (address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. _____ son/daughter/wife of _____ and bearing ID Card No _____ presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for engagement of Chartered Accountant Firm/Agency/Company for Drafting an Internal Audit Manual for Brahmaputra Board, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Board, representing us in all matters before the Board, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Brahmaputra Board in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Board.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2022

For (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred) and duly notarized by a notary public. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

TECHNICAL FORM No.-V

Undertaking for deployment of Supervisor and Supporting Staff

Sl No	Name of the Supervisor Staff who will supervise the deployed personnel and who will submit weekly report to the Dy. Financial Adviser	Assignment/ Role	Years of Experience	Email id	Mobile & Whatsapp No
Sl No	Names of the Supporting personnel to be deployed	Assignment/ Role	Years of Experience	Email id	Mobile & Whatsapp No

Note: There should be minimum 2 (two) supporting personnel deployed.

I hereby undertake that under any circumstances, the Firm/Agency shall not change the Personnel during the engagement of the work without prior intimation/approval by the Board.

Name & signature of the HR Head of the bidder

Name & signature of the authorized signatory

TECHNICAL FORM No.- VI
SELF DECLARATION

SELF DECLARATION OF CONFLICTING ACTIVITIES

We hereby declare that our firm, is not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Board which shall be binding on us.

Authorized Signatory

Date:

Name:

Agency/Firm Seal

NON-BLACKLISTING SELF DECLARATION

We hereby declare that our Firm/Agency/Company _____ intends to submit a proposal in response to invitation for RFP DOCUMENT No: _____ dated _____ for executing the work of *Drafting an Internal Audit Manual for Brahmaputra Board*". In accordance with the above we declare that:

1. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.
3. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Board which shall be binding on us.
- 4.

Authorized Signatory

Date:

Name:

Agency/Firm Seal

TECHNICAL FORM No.- VII
BID SECURING DECLARATION FORM

(To be submitted by Agency/Firm/Bidder who are exempted from payment of EMD/ Bid Security)

No. BB/11256/2022/ITC/06 Date:11.03.2022

To,

The Executive Engineer (HQ)
Brahmaputra Board
Basistha Guwahati-29

I/We. The undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the bid, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Authorized Signatory

Date:

Name:

Agency/Firm Seal

FORM No-VIII

PROFORMA FOR PERFORMANCE GUARANTEE

(To be submitted after Award of Letter of Intent)

KNOW ALL MEN AND THESE PRESENTS WITNESS that
WE

..... BANK, a Banking Corporation
constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act,
1970 carrying on business of Banking in Guwahati and at other places in India and
having its Head Office
at.....
...
.....and Branch Office
at.....hereinafter referred to as
'the said Bank'.

WHEREAS the Brahmaputra Board hereafter
has invited tenders for execution of
.....hereinafter referred to as the said
work.

AND WHEREAS M/s..... has /have
responded to the said tender and having been declared as the successful
Agencies/Firms has /have agreed to execute the contract for the said work as per the
terms and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful
Agencies/Firms shall furnish to the Brahmaputra Board a Performance Guarantee of
Rs.....(Rs.....) for faithful compliance of
the terms and conditions contained in the tender document the work awarded under
the tender and the agreement date

WE Bank to hereby
undertake to pay you, upon your first written demand and without argument, any sum
or sums within the limits of (Amount of guarantee) as aforesaid without
Brahmaputra Board needing to prove or to show grounds or reasons for your demand
for the sum specified therein.

We further agree that no change or addition to or other modification of the terms
of the contract or of the works to be performed there under or of any of the contract
documents which may be made between Brahmaputra Board and the Agencies/Firms
shall in any way release us from any liability under this guarantee, and we hereby
waive notice of any such change, addition or modification.

WE.....do hereby undertake and
agree to pay to the Commissioner, of the Brahmaputra Board the amount due under
this guarantee. Any such demand made on the Bank shall be conclusive as regards

the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed the obligation under the tender document and the agreement dated..... is discharged by M/s..... to the satisfaction of the Commissioner of Brahmaputra Board.

WE Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank hereby further agree with the Commissioner or his successor or successors that the Brahmaputra Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated and the contract entered into with theof the Brahmaputra Board by M/s.....

WE Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Commissioner of Brahmaputra Board in writing.

Date this.....Day of

WITNESS:

BANK

- 1.
- 2.

FINANCIAL BID: BOQ**Financial Bid (To be submitted online only at <http://eprocure.gov.in>)****Item Rate BoQ**

Tender Inviting Authority: Executive Engineer(HQ), Brahmaputra Board, Basistha Guwahati-781029, Assam

Name of Work: Engagement of Chatered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board

Contract No: BB/11256/2022/ITC/06 Dated: 11.03.2022

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (Without Taxes/GST) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Engagement of Chatered Accountant Firm for Drafting an Internal Audit Manual for Brahmaputra Board	1	Job		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

Note:

- The "Financial Bid" shall also be submitted only through the online mode in the Central Public Procurement Portal (CPPP) at the web address "https://eprocure.gov.in/eprocure/app".
- The "Financial Bid" shall be uploaded only in the Financial Bid portion of the eportal and separately from the Technical Bid.
- No offline Bid (i.e. the "Technical Bid" and the "Financial Bid") shall be submitted by any Bidder the same will not be considered and, further, the Bid of the Bidder shall be summarily rejected.
- The "Financial Bid" shall not be submitted in the PDF format or the MS Word format or any other format except in the MS Excel Spreadsheets format (standard BOQ). as per the instructions in the online portal.
- No annexures, documents etc. shall be submitted with the "Financial Bid" except the "Financial Bid" (BOQ) itself.

CHECKLIST FOR SCANNED DOCUMENTS**TO BE UPLOADED IN TECHNICAL BID/TECHNICAL ENVELOPE (Refer Para 4.0 & 5.0)**

SI No	DOCUMENT (s)	YES/NO
1	Scanned copy of FORM -I : Covering Letter	
2	Scanned copy of FORM II: Details of Firm/Agency	
3	Scanned copy of FORM III : Summary of Work Experience Completed	
4	Scanned copy of FORM IV : Format for Power of Attorney	
5	Scanned copy of FORM V : Undertaking for deployment of Staff	
6	Scanned copy of FORM VI Self Declaration Form	
7	Scanned copy of FORM VII: Bid Securing Declaration Form (to be submitted only by Firms/ Bidders claiming exemption from furnishing the Bid Security/EMD)	
8	Scanned copy of Proof of empanelment of the CA by C& AG for the year 2021-2022	
9	Scanned copy of GST Registration Certificate	
10	Scanned copy of Proof of Partners in the CA Firm with at least 1(one) full time FCA (Fellow Chartered Accountant) and 2(two) full time ACA (Associate Chartered Accountant).	
11	Scanned copy of Proof of Office/Branch Office at Guwahati, Assam	
12	Scanned Copy of Proof of Work Experience completed in preparation and/or updating of Internal Audit Manual for Central Govt/State Govt/PSU/Autonomous bodies of Central/State Govt. in the last 5(five) years from the date of issue of this RFP	
13	Scanned copy of the Duly Certified Annual Turnover statements for the last 3(three) Financial Year ending 31 st March 2021.	
14	Scanned Copy of the PAN Card	
15	Scanned Copy of the EMD/Bid Security	
16	Any other relevant Document(s) if applicable (Please Note : Technical proposal shall not contain any financial details)	

Note:

1. All papers which are a photo copy and submitted as part of the proposal shall be duly signed and stamped by the authorized signatory of the firms/ agencies
2. The Tender as well as all its annexures, documents etc. shall be submitted by the interested Bidders only in the online mode in the Central Public Procurement Portal (CPPP) at the web address "https://eprocure.gov.in/eprocure/app".
3. The original instrument (e.g. demand draft, banker's cheque etc) pertaining to the Bid Security/EMD shall be submitted by the interested Bidders physically in a sealed envelope in the office of the Executive Engineer(HQ), Brahmaputra Board, Basistha, Guwahati-781029, Assam before the last/final date and time of submitting the Tender. refer **PARA 4.13** for detailed Instructions regarding submission of EMD/Bid Security.
4. In the case of the Bidders exempted from furnishing the Bid Security, the Bid Security Declaration **Form VII** shall be submitted by the interested Bidders online along-with the "Technical Bid".
5. Each of the pages of the proposal submitted will be signed and stamped by the authorized signatory of the firms/ agencies.
6. No offline Bid (i.e. the "Technical Bid" and the "Financial Bid") shall be submitted by any Bidder the same will not be considered and, further, the Bid of the Bidder shall be summarily rejected.
7. The "Technical Bid" containing Scanned Documents as per instructions as per terms and conditions of this "Request for Proposal" (RFP) shall be submitted in the pdf format only