

N.W:- CONDUCTING OF ANNUAL EXTERNAL AUDIT OF MEPMA HEAD OFFICE AND DPMU OFFICES IN TELANGANA STATE BY A QUALIFIED CHARTERED ACCOUNTANT FIRM FOR THE PERIOD FROM 01.04.2017 TO 31.03.2018.

### TENDER Notice NO: 115 /External Audit/MEPMA/2015/F1/, dated: 13-09-2018.

Firm Name	:	 		 
			Conta	
Email:		 		 
Fax No:		 		 

The Mission Director, MEPMA, Telangana IVth Floor, C&DMA Office Building, Opp. PTI Buildings,640, A.C. Guards, Hyderabad-4. Phone No.s 040-233 790 44/45.

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### **SECTION-I:**

# **NOTICE INVITING TENDER (NIT)**

Sealed tenders are invited for "Conducting of Annual External Audit of MEPMA Head Office, DPMUs and ULB Level offices in Telangana State by a Qualified Chartered Accountant Firm (CA Firm) for the Financial Year 2017-2018".

1.	Tender Inviting Authority		Mission Director, Telangana MEPMA, Hyderabad III Floor, ENC(PH) Building, A.C.Guards, Hyderabad.
	TENDER Notice No.	:	115 /External Audit/MEPMA/2015/F1/, dated: 17 -09-2018.
	Indicative Job Cost		Rs. 48,000/- is the L1 for the Audit 2016-17
2.	Name of Work/JOB TITLE.		Conducting of Annual External Audit of MEPMA and its DPMU offices in Telangana State By a Qualified Chartered Accountant Firm (CA Firm) for the period from 01.04.2017 to 31.03.2018 in the Financial Year 2017-2018.
3.	Period of work/ Job.	:	90 days.
4.	Eligibility to Bid.	:	Registered CA Firms & As per Eligibility criteria specified in Tender document.
5.	Address of Tender document availability.		Website: www.tmepma.cgg.gov.in @ Advertisements/Tenders link.
6.	Start date for downloading of tender document	:	From 18 -09-2018
7.	Tender Submission Due date/Time of receipt	:	29.09.2018, 11:00 A.M
8.	Opening Date / time	:	29.09.2018, 11:30 A.M
10.	Bid cost Payable(Non-refundable- to be attached with the Technical Bid of tender as the cost of tender document.)	:	2000/-(Rupees Two Thousand only)
11.	Bid security (EMD)	:	Rs. 5000/ (Rupees Five thousand Only)
12.	Bid cost & Bid security (EMD) Payable on whose name & Instrument.	:	By way of Demand draft drawn in favour of The Mission Director, MEPMA, Telangana, Hyderabad payable at Hyderabad.
13.	Bid Validity	:	60 days.
14.	Tender Inviting Authority	:	
15.	Contact Person details	:	Smt. G.Uma Prakash, Finance Manager, 9704477411

**CA FIRM** 

#### Section II.

# **BIDDERS INFORMATION SHEET**

1.	Name of the Bidder Firm/Company:					
2.	Address	:				
	Telephone Nos. :	Office:				
	Residence :	Mobile :				
	Fax No:					
Email	ID:					
3.	Registration particulars of the Firm/	Company :				
viz. P	roprietary, Partnership, Private					
Limit	ed, Public Limited etc. with ICAI.	•				
4.						
tende	er document.					
5.	Name/Designation/Address of the	Authorized :				
6.	tory holding the Power of Attorney ( Permanent Account Number (PAN)	(if any)				
7.	Service Tax No:					
8.	Details of Experience:					
SI.	Name of Department /	Private / Govt.	Financial	years	audit	
No.	Organisation		done			

9. Details of professional Personnel working with the firm:

Sl. Name of the personnel

No.

Qualification

Age

Page 5

CA FIRM

Experience in auditing
Certified that the information given above is true and correct. If any information is found to be false or misleading the tender /contract may be cancelled at any stage.
Signature:
Name:
Capacity of Signatory in the firm:
Seal:

#### **SECTION - III**

# INSTRUCTIONS TO BIDDERS & EMD.

#### A. INTRODUCTION

#### 1. **DEFINITIONS:**

- a. MEPMA means Mission for Elimination Poverty in Municipal Areas under the Government of Telangana State, Municipal Administration and Urban Development Department and having its Head Office at II Floor, ENC(PH) Building, A.C.Guards, Hyderabad.
- b. DPMUs means District offices of MEPMA, called as District Project Monitoring Units, located in all the Districts of Telangana State, headed by an officer designated as Project Director.
- c. The Client means the Mission Director, MEPMA.
- d. The Bidder means Charted Accountant firm / company who participates in this tender and submits its bid.
- e. The CA Firm means the successful bidder rendering the services, who is successful in the bid, under the contract.
- f. The Contract means the contract agreed and signed by both Client and The CA Firm including all attachments and appendices thereto and all documents incorporated by reference therein.
- g. The Contract Price means the price payable to the CA firm under the Contract for the full and proper performance of its contractual obligations.
- h. Audit shall mean audit of accounts on entire accounting transactions of MEPMA head office and its 30 DPMUs to ensure adherence to the Standard Govt. accounting norms.

#### **ELIGIBLITY CRITERIA:**

#### 2.1.1.

- a. A Chartered Accountants firm having experience of 10 years or more in the area of auditing of any Govt. or semi Govt. department / organizations and reputed private organizations; A Registration certificate with registrar of Firms in A.P. prior to 10 years and latest renewal certificate with C&AG shall be produced.
- b. The firm must have completed auditing in any one single financial year for a minimum of 2(Two)- Govt. or semi Govt. departments /Quasi-Government organizations/ Public Sector Undertakings during the last 3(Three) years i.e., between 2014 and 2017.
- c. The firm must be empanelled with C&AG of India for conducting audit for any Govt. or semi govt. department / organizations; preference will be given to the CA firm branches located at Telangana or Andhara pradesh.
- d. The firm should have a minimum annual turnover of Rs.40.00 Lakhs for the last 2 years;
- e. The firm should have a minimum of 2 to 3 working CA partners and working staff strength of 15 people.
- 2.1.2. Documentary proof for all the above eligibility requirements shall be attached.
- 2.1.3. Copies of all the documents must be attested by the bidder/authorized representative of the firm participating in the tenders duly taking responsibility for any discrepancy in the proof submitted.
- 2.1.4. Bids not conforming to these conditions will be rejected outright.

#### 2.2. One tender per tenderer:

Each Tenderer shall submit only one Tender for the job. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

#### 2.3. The EMD shall be forfeited.

- (a) If the tenderer withdraws the Tender during the validity period of Tender.
- (b) In the case of a successful tenderer, if he fails to sign the Contract for

Whatever the reason.

- 2.4. In consideration of the MD, MEPMA undertaking to investigate and to take into account each tender and in consideration of the work there by involved, all earnest monies deposited by the tenderer will be forfeited in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of 3 months.
- 2.5. No alteration which is made by the tenderer in the contract form, the conditions of the contract, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will be void.

#### 3. COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Client, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.2 The Bidder shall pay Rs. 2000/-(Rupees two thousand only) in the form of demand draft in favour of the Mission Director, MEPMA, TS, Hyderabad payable at Hyderabad towards tender document cost which is non-refundable. This is to be attached with the Technical Bid of Tender.

#### B. BID DOCUMENT:

#### 4. BID DOCUMENTS:

- 4.1 The services required, bidding procedures and contract terms are prescribed in this Bid Documents. The Bid Document is in two parts 1) Technical and 2) Financial.
- 4.1.1. Documents to be enclosed with the Technical Bid: (Cover -1)

#### (Each page of all documents should be signed/self attested by an authorized signatory)

- 1. Tender submission letter.
- 2. Notice Inviting Tender
- 3. Bidders information sheet
- 4. Entire bid document except Price schedule with signature on each page.
- 5. Other documents asked for in the tender form in support of bidders eligibility.
- 6. Bid Security(EMD)
- 7. Tender document Cost.

- 8. Authorization letter by the Firm duly authorizing the Representative.
- 9. Any other document as the bidder may wish to submit in support of the bid.

### 4.1.2. Documents to be enclosed with the Financial Bid: (Cover -2)

- 1. Financial Bid (Section –X) with Signature of the bidder.
- 4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.
- 4.3. The Bidder shall sign all the documents that are specified in Clause 4. The Bidder may also authorize his representative to sign the above documents/to attend for opening of bids. In case of a representative performing the above activities, he must be having authorization letter in writing by the head of the firm and the authorization letter must be enclosed along with technical bid (Cover 1).

#### 5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring a clarification of the Bid Documents shall notify the Client in writing. The Client shall respond in writing to any request for clarification of the Bid Documents, which shall be received not later than 7 days prior to the date for the submission of bids.

#### 6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendments.
- 6.2 At any time prior to the prescribed last date for receipt of bids, MEPMA reserves the right to modify the Tender. The amendments and modifications to the Tender shall be notified on the **MEPMA website:** www.tmepma.cgg.gov.in, which shall be binding on the bidders. Bidders are requested to frequently visit the website for updates, if any.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments in account in preparing their bids, the Client may, at its own discretion, extend the deadline for the submission of bids suitably.

#### C. PREPARATION OF BIDS:

- 7. **DOCUMENTS COMPRISING THE BID:** The bid prepared by the bidder shall comprise the following components:
  - I. Technical bid, which shall contain:
    - (a) Documents as per clause 4 and 9 of these Instructions to Bidders
    - (b) Bid Security furnished in accordance with clause 10.
    - (c) Cost of Bid document as per clause 3.
  - II. Financial bid, which shall contain the Price schedule, completed in accordance with clause 8.

#### 8. BID PRICE:

- 8.1 The bidder shall give the total price for all the services performed as per the terms of reference in the Bid document for one year annual audit. The price must be inclusive of all levies and taxes as applicable, but excluding the GST (18% subject to variation from time to time).
- 8.2. While quoting the price the bidder shall work out the bid price for audit on the accounts for the year i.e., 2016-17 and shall quote the Price in the financial bid.
- 8.3 While quoting the price bidder shall include all expenditure of their professional personnel and staff entrusted for this contract including their salaries / remunerations, travel, lodging, boarding and other miscellaneous charges to his audit fee.
- 8.4 Price must be indicated in the FINANCIAL BID of this Bid document in the columns as prescribed.
- 8.5 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted without Price Bid will be treated as non-responsive and rejected.
- 8.6 If any variation observed in Price between figures and Words given, Price given in words will be treated as the price given by the Bidder.

# 9. DOCUMENT ESTABLISHING BIDDERS ELIGIBILITY AND QULIFICATIONS:

- 9.1 The bidder shall furnish, as part of his bid documents establishing the bidders eligibility, the following documents:
  - (i) Articles of Association and Memorandum of association (or) Partnership Deed as the case may be
  - (ii) Registration of firm / company Certificate.
  - (iii) Annual turnover certificate for more than Rupees 40.00 lakhs.
  - (iv). Certificates in respect of eligibility and experience as required under this tender.
- 9.2 The bidder shall furnish documentary evidence that he has the financial, technical and operational capability necessary to perform the contract.
- 9.2.1 To judge the financial capabilities, the firm shall furnish Profit and loss Account / balance-sheet for the preceding two (2) years.
- 9.2.2 To judge the operational capability, the firm shall furnish the details of all staff with qualifications.

#### 10. BID SECURITY(EMD):

- 10.1 The bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 5000/-(Rupees five thousand only) in the form of demand drawn draft in favour of The Mission Director, MEPMA payable at Hyderabad.
- 10.2 A bid not secured in accordance with Para 10.1 shall be rejected by the Client as non-responsive.
- 10.3 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of bid validity prescribed by the Client, Pursuant to clause 11.
- 10.4 The successful bidders bid security will be discharged after issue of "Letter of Acceptance" (LOA) and furnishing the performance security.
- 10.5 The bid security may be forfeited:
  - (a) If a bidder withdraws his bid during the period of bid validity, or
  - (b) In the case of a successful bidder, if the bidder fails (i) to sign the contract or
  - (ii) to furnish performance security.

#### 11. PERIOD OF VALIDITY OF BIDS:

- 11.1 Bid shall remain valid for 90 days after the date of bid opening prescribed by the Client, pursuant to clause
- 11.1. 1.A bid valid for a shorter period shall be rejected by the Client as non-responsive ( a week period).
- 11.2. In exceptional circumstances, the Client may request the bidders consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 10.1 shall also be suitably extended. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

#### D. SUBMISSION OF BIDS

#### 12. SEALING AND MAKING OF BIDS:

- 12.1 The bidder shall prepare separate envelopes for technical as well as financial bids with clear marking of the same on the top of each envelope and shall also seal both the envelopes with wax or PVC tape. The two bids will further be sealed in an outer envelope with wax or PVC tape.
- 12.2 The inner and outer envelopes shall be:
  - (a) Addressed to the Client on the following address: The Mission Director, MEPMA, Telangana, IV floor, C&DMA Office Building, A.C.Guards, Hyderabad -4.

- (b) The inner and outer envelopes shall indicate the name and address of the bidder.
- (c) Tenders shall be dropped in the Tender Box placed at the above address. The responsibility for ensuring that tenders are delivered in time would rest with the bidder.
- (d) The Client shall not be responsible if the bids are delivered elsewhere.

#### 13 SUBMISSION OF BIDS:

- 13.1 Bids must be received by the Client at the address specified under Para 12.2 not later than 11:00 A.M on 29.09.2018
- 13.2 The Client may, at its discretion, extend this deadline for the submission of the bids in accordance with clause 6 in which case all rights and obligations of the Client and bidders will be subjected to the deadline as extended.

#### 14 LATE BIDS:

Any bid received by the Client after the deadline for submission of bids prescribed by the Client pursuant to clause 13 shall be rejected and returned unopened to the bidder.

#### 15 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1 No Modifications and withdrawal of bids once submitted are permitted.
- 15.2 Subject to clause 17, no bid shall be modified subsequent to the deadline for submission of bids.

#### BID OPENING AND EVALUATION

#### 16 OPENING OF TECHNICAL BIDS BY CLIENT:

- 16.1 The Client shall open the bids in the presence of bidder/s or his authorized representatives who choose to attend at 11:30 A.M on 29.09.2018. The bidder/s or representatives, who are present; shall sign in the Attendance register,. The authorized representatives shall submit authorization letter signed by a competent authority.
- 16.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bidders names, modifications, bid withdrawals and such other details as the Client, at its discretion, may consider appropriate, will be announced at the opening.

#### 17. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the Client may, at its

discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post-bid clarification at the initiative of the bidder, shall be entertained.

#### 18 PRELIMARY EVALUATION (TECHNICAL BIDS):

- 18.1 Tender will be evaluated in two phases. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate / attend the financial bid.
- 18.2 While doing the technical evaluation, Client shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 18.3 Prior to the Final evaluation, pursuant to clause 19, the Client will determine the substantial responsiveness of each bid to the bid documents. For purposes of these clauses, in substantially responsive bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Clients determination of bids responsiveness is to be based on the contents of the bid itself.
- 18.4. A bid determined as substantially non-responsive will be rejected by the Client for opening of its Financial Bid.

#### 19. FINAL EVALUATION (FINANCIAL BID):

- 19.1 The Client shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The comparison for evaluations shall be of price quoted by the bidders for one year excluding GST.

The tender will be evaluated based on the quoted price to undertake External Audit of Accounts and transactions of MEPMA and its DPMU offices.

#### **20. CONTACTING THE CLIENT:**

- 20.1. Subject to clause 17, no bidder shall try to influence the Client on any matter relating to its Bid, from the time of the bid opening till the time the contract is awarded.
- 20.2. Any effort by a bidder to influence the Client in the Clients bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### 21. AWARD OF CONTRACT:

The Client shall consider for issue of LOA as per clause 23 to the bidder whose offer have been found technically and financially acceptable.

#### CLIENTS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Client reserves the right to accept or reject any bid, and to annul the bidding process

and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Clients action.

### 23. LETTER OF ACCEPTENCE (LOA):

The issue of LOA (Letter of Acceptance) shall constitute the acceptance of Client to enter into the contract with the final qualified bidder (L1). The bidder shall, within 7 days of issue of LOA, give his acceptance along with **performance security** as mentioned in clause 2 of section – IV, Terms & conditions of the contract. IF the L1 bidder failed to respond to the letter of acceptance offered by the client within the period of (7days), the LOA will be automatically transferred to the next lowest qualified bidder.

#### **SIGNING OF CONTRACT:**

Both the CLIENT and the CA FIRM shall sign the contract prepared on mutual acceptance, in pursuant to clause 23 and the Client shall discharge the bid security, pursuant to clause 10.

#### 25. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 24 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Client may make the award to any other bidder at the discretion of Client or call for new bids.

#### Section IV:

# TERMS AND CONDITIONS OF CONTRACT.

1. The CA firm shall perform the services as per the Terms of Reference (TOR) enclosed with this document.

#### 2. PERFORMANCE SECURITY:

- 2.1 The CA Firm shall furnish the performance security to the Client for an amount Equal to 10 % of BID VALUE quoted in the Price Bid in the form of bank guarantee issued by any Nationalized BANK in the format enclosed at Annexures, as compensation for any loss, if any, resulting from the CA Firm's failure to complete its obligations under this contract.
- 2.2 The performance Security Bond will be discharged to the CA Firm after satisfactory completion of the services as per the obligations under this contract.

#### 3. PAYMENT TERMS AND SCHEDULE:

- 3.1 Payment shall be made after submission of Audit reports and financial statements along with certification of satisfactory completion of the work from the concerned officer(s) in MEPMA head office and DPMU offices.
- 3.2 Payment for audit shall be made as per Section X.

- 3.3 Payment shall be made against the Invoice raised by the CA Firm after completion of the entire work as per the contract and no advance payment will be made.
- 3.4 GST and other taxes shall be paid separately to the CA firm as per prevailing norms at the time of payment and it is the responsibility of the CA firm to remit the same to the concerned Central Government department.
- 3.5 Income Tax shall be deducted from the payment as per the prevailing rates at the time of payment.
- 3.6.1. No additional TA&DA would be allowed for visiting the DPMU & any other offices or places as required to be visited during the course of Auditing & submitting the reports.
- 3.6.2. No other payments will be allowed over and above the payments mentioned in the schedule.
- 3.6.3. The said Rate of payment is inclusive of all Taxes such as IT but excluding GST etc.

#### 4. SUB - contracts:

The CA Firm shall not be permitted for sub - contracting, other than the partners already specified in their bid.

#### 5. PERIOD OF CONTRACT:

The Audit work shall be completed within Two (2) months from the date of contract.

#### 6. FORFEITURE OF PERFORMANCE SECURITY

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- 1. When the terms and conditions of contract is breached.
- 2. When the bidder fails to make complete service satisfactorily.
- 3. When contract is being terminated due to non-performance of the CA firm.

The decision of the Client in this regard shall be final and notice of reasonable time shall be given in case of forfeiture of security deposit.

#### 7. FORCE MAJEURE:

7.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hospitality, acts of the public enemy, civil

commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Client as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

7.2 Provided also that if the contract is terminated under the clause, the Client shall be at liberty to take over from the CA firm at a price to be fixed by the Client, which shall be final, all unused, undamaged and acceptable materials in possession of the CA firm at the time of such termination of such portions thereof as the Client may deem fit.

#### 8. TERMINATION FOR DEFAULT:

- 8.1 The Client may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the CA Firm, terminate this contract in whole or in part.
  - (a) If the CA firm fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by the Client.
  - (b) If the CA firm fails to perform any other obligation(s) under Contract: and
  - (c) If the CA firm, in either of the above circumstance (s) does not remedy his failure within a period of 30 days (or such longer period as Client may authorize in writing) after receipt of the default notice from the Client.
- 8.2 In the event the Client terminates the contract in whole or in part, pursuant to Para 8.1 the Client may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the CA firm shall be liable to the Client for any excess cost for such similar services. However, the CA firm shall continue performance of the contract to the extent not terminated.

#### 9. TERMINATION FOR INSOLVENCY:

The Client may at any time terminate the contract by giving written notice to the CA firm, without compensation to CA firm, if the CA firm becomes bankrupt or otherwise insolvent as declared by the competent court provided that such

termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the Client.

#### 10. ARBITRATION:

- 10.1 In the event of any question, dispute or difference arising under this contract or in connection there-with, except on the matters for which decision is specifically provided under this contract, the same shall be referred to sole arbitration of the Mission Director, AP MEPMA. The contract to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a MA&UD Officer approved by Govt. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever Mission Director, AP MEPMA shall appoint another person to act as arbitrator in accordance with terms of the contract and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 10.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 10.3 The venue of the arbitrator proceeding shall be the office of the Mission Director, TSMEPMA, TS Hyderabad or such proceeding places as the Arbitrator may decide.

#### 11. DELAYS - EXTENSION OF TIME - PENALITIES:-

- 11.1. No extension of Time will be granted without a valid reason, unless, otherwise accepted by client.
- 11.2. For delays without a valid reason/reasons the client has got right to impose a penalty of Rs. 500/- (Rupees five hundred Only) per day. This penalty will be recovered from the Part payments.

#### 12. SPECIAL CONDITIONS OF CONTRACT:

- 12.1.Date fixed for opening of bids, if subsequently, declared as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 12.2 In case where the document of bid security is not submitted in the manner prescribed in the tender document, cover containing the financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
- 12.3 Client reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 12.4 Any clarification issued by Client in response to query raised by prospective bidders shall

form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

12.5. Tender will be evaluated as a single package and awarded to single party only.

#### Section V:

# **TERMS OF REFERENCE (TOR)**

#### Background:

Government have established a separate organization named as "Mission for Elimination of Poverty in Municipal Areas (TS MEPMA)" for addressing urban poverty issues in a comprehensive manner in all Urban Local Bodies (ULBs) of Telangana State and the same is registered as a society under AP Societies Registration Act with Regd. No.1120/2007. The activities of TS MEPMA are implemented in the name of "Indira Kranthi Patham - Urban" and it is in active phase of implementation with effect from 01.09.2007.

#### VISION:

All urban poor families will have improved quality of life by accessing services from all organizations through their own strong self reliant and self managed institutions.

#### **MISSION:**

To enable the urban poor particularly the poorest of the poor to eliminate poverty and vulnerability in a sustainable manner and improve their quality of life in urban areas.

#### **OBJECTIVE:**

To promote, strengthen and nurture self-sustainable institutions of the poor and through them, address all poverty issues like access to credit, financial freedom, health, disability and vulnerability.

#### **Schemes under MEPMA:**

#### **NULM Mission:**

To reduce poverty and vulnerability of the urban poor households by enabling them to access gainful **self employment** and **skilled wage employment** opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building

strong grassroots level institutions of the poor. The mission would aim at providing shelters equipped with essential services to the urban homeless in a phased manner. In addition, the Mission would also address livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skills to the urban street vendors for accessing emerging market opportunities.

S.No	State	Total No. of ULBs	Total No. ULBs to be taken up
Ī	Telangana State	74	74

#### Social Mobilisation and Institution Building.

The National Urban Livelihoods Mission (NULM) was launched in September 2013 by the Government of India with the aim of reducing poverty and vulnerability of the urban poor households and resting on the foundation that the mobilization of urban poor households into Self-Help Groups (SHGs) and their federations at the area and city levels, is an important investment for an effective and sustainable poverty reduction programme. Under NULM, to catalyze the formation of SHGs and their federations and promote the financial inclusion of SHG members, Resource Organizations (ROs) may be engaged. In addition to ROs can be autonomous registered agencies of the state or central government such as MEPMA. This proposal is for MEPMA to use its experience in social mobilization and institution building and act as an RO for other states under NULM. Government of India has recognized existing TLFs has RO and further strengthening of Women SHGs and Person With Disability SHGs.

A maximum of Rs. 10,000 can be spent per SHG on Capacity Building trainings and Revolving Fund Rs 50,000/- will be provided as one time grant to Slum Level Federations and Town Vikalangula Samkhyas (TVS) and Rs 10,000/- will be provided as one time grant to Self Help Groups (SHGs).

GOI has given guidelines under NULM to establish City Livelihoods Centers (CLCs) in all ULBs of NULM towns. The concept of CLCs is to bridge the gap between demand and supply of the goods and services to the urban poor.

In this regard, Each CLC will be provided a non recurring grant of Rs. 10 Lakhs as untied funds and the amount will be released in 3 installments. The milestones for release of installments may be as follows

- > 1<sup>st</sup> installment 30% released by SULM to ULB within one week of the proposal, sanction order is approved
- > 2<sup>nd</sup> Installment 40% after the staff of CLC is recruited
- > 3<sup>rd</sup> Installment 30% will be released offer launch of CLCs.

### **Employment through Skills Training and Placement**

Training to be provided as per market need – training needs assessment by skill gap analysis at state/city level. Training course curriculum and modules to be designed as per market requirement ( & in accordance with National Occupational Standards)

- •Empanelment of Skill Training Providers (STPs) reputed govt. or private institutes may be empanelled by a transparent selection process
- Facilitating the Assessment and Certification and payments to the Assessment Bodies empanelled by Regional Directorate of Apprenticeship Training (RDAT) and Sector Skill Councils of India (SSCs).
- •Placement (minimum 50% candidates) and/or linkages for self employment ventures
- •Cost per trainee is as per the Ministry of skill development and entrepreneurship, GoI, which depends on the National Skills Qualification Framework (NSQF) and based on duration of training. The hour wise rates would be as follows:

Category –A courses: Rs.42.42 Category –B courses: Rs.36.44 Category –C courses: Rs.30.35

The above categories for each course are fixed by DAY- NULM.

- Payments are released in 3 installments 30:50:20
- 1st Installment After completion of 15 working days
- 2<sup>nd</sup> Installment: After placement of 70% of candidates and verification by the Monitoring Committee
- 3<sup>rd</sup> Installment: 70% Retention of placed candidates for 3 months and verification by the Monitoring Committee.
- •Tracking of successful candidates for minimum 12 months period

#### Self Employment Programme

- Individual and Group Enterprises to be promoted and linked with banks for financial support
- Provision of **Interest subsidy** on loans for individual enterprises (Rs 2 lakhs max) and group enterprises (Rs10 lakhs max).
- Interest subsidy, over and above 7% rate of interest will be released on a bank loan for setting up of individual or group enterprises subject to timely repayment.

#### Bank Linkage:

- Bank Linkage includes Opening of Savings Bank Account of Self Help Groups (whether registered or unregistered), which are engaged in promoting habit of savings among their members as a starting point. Thereafter the SHGs may be sanctioned Savings Linked Loans (varying from a saving to loan ratio of 1:1 to 1:4) after due assessment or grading by banks. In case of matured SHGs, loans may be given beyond the limit of four times the savings as per the discretion of the bank.
- SHGs will be linked with banks for loans (subsidized loans @ 7% subject to timely repayment with provision of additional 3% interest subvention for Women SHGs)

#### Capacity Building and Training.

- •Technical support team to be positioned: National level (NMMU) 10, State level (SMMU) 6 for big & 4 for small states and City level (CMMU) 4 for towns > 5 lakh population, 3 for 3-5 lakh population towns or 2 for towns < 3 lakh population
- •Training & other Capacity Building support for Mission Management Units at the National, State and City levels. Provision of Rs. 7,500 per member for training & capacity building

#### Support to Urban Street Vendor

A city wide **street vendor survey** with a view to identify vendors, vendor zones and existing practices

- •Issue of ID cards to the vendors by the ULB
- •Development of a City Street Vending Plan
- ·Vendor Market Development
- •Provide bank linkages by way of opening Basic Savings Bank Deposit Account (no-frills) of the vendors
- ·Facilitate bank linkages for working capital requirements
- Skill development
- Social security convergence

#### Scheme of Shelters for Urban Homeliees.

For every 1 lakh urban population permanent – 24x7 - all weather community shelters. Each shelter to cater to 50 - 100 persons

- All necessary **infrastructural facilities** to be put in place kitchen, water, sanitation, electricity, recreation, etc.
- A minimum space of 5 square meters or 50 sq. feet per person to be provided
- •Location of shelters to be close to the places of concentration of homeless persons and their work places

- Linkages with social security and other entitlements to be ensured
- •Shelter Management Committee's to be set up to run and manage the shelters
- •Shelters to be run on a **PPCP mode** associating with agencies identified by the State including Building Centres, PSUs, NGOs, CBOs, Pvt. Sector Enterprises etc., for construction and management
- •Construction cost to be shared in 75:25 ration (or 90:10). State to bring in land as their contribution
- •O&M cost to be shared in 75:25 or 90:10 for 5 years

# PROGRAMME IMPLEMENTATION - ADMINISTRATIVE & OTHER EXPENSES (A&OE):

States/UTs shall seek to minimize unproductive expenditures. A total of 2% of the State/UT allocation under NULM can be utilized / distributed to administrative units and implementing agencies for A&OE purpose. However, convergence at the local level of all Central/State Government programmes concerning the urban poor and pooling of A&OE funds from all schemes targeted at the urban poor may be carried out so as to have sufficient A&OE funds to meet the establishment costs of city/town UPA Cells and other required expenses.

#### Vaddi Leni Runalu (VLR):

Vaddi Leni Runalu is yet a first of its kind scheme introduced by the Govt. of A.P, which is a more refined version of Pavala Vaddi scheme. Vaddi Leni Runalu, popularly known as VLR is introduced w.e.f 01-01-2012 to all the Urban Self Help Groups availing Bank Linkage up to Rs.5.00 lakhs. Under this scheme, the SHGs who pay the monthly EMIs regularly and which do not have any over dues are eligible for 100% interest subsidy. Govt. has envisaged a procedure wherein when the principal is paid every month regularly by the SHGs within one week from the due date, the actual interest debited by the Bank will directly be credited to their loan account Online under Direct Beneficiary Transfer Method (DBT).

#### Rajiv Awas Yojana (RAY)

Rajiv Awas Yojana (RAY) is a flag ship programme of GoI launched by the President of India for 'Slum-free India' with an objective that every citizen living in slums will have access to basic public and social services and decent Housing and for developing strategies to prevent future growth of slums.

#### **Social Security:**

Vision: The Govt. of Telangana State envisages that even the poorest of the poor deserve to have access to relevant and affordable insurance and social security nets by protecting from risks on death/disability and to secure dignified life to women.

Mission: Is to empower the Self Help Groups and the Community Based Organizations (CBOs) to play an active role in the implementation of Social Security interventions, to reduce people's vulnerabilities through diversified social security measures to protect their income and asset base, by creating an enabling environment for self management by the community itself with appropriate project facilitation.

#### 1. Dr.Y.S.R.AbhayaHastham:

It is a co-contributory pension scheme for SHG women exclusively introduced by the Government of Telangana State- first of its kind in the country with an objective to provide income and social security to all women SHG members to enable them to lead secure life with dignity in old age. All women who are members of SHGs, in urban areas, promoted by TS MEPMA, above 18 years of age are eligible.

#### SOCIO-ECONOMIC AND CASTE CENSUS – 2011 URBAN (SECC):

The Government of India launching many welfare schemes for the benefit of the poor people in the country. An Expert group Committee constituted by the GOI has suggested the methodology to conduct the Socio-Economic and Caste Census (SECC) in urban areas across the country. The SECC, 2011 is being conducted through a comprehensive door to door enumeration. The Ministry of Rural Development is the Nodal agency at National level for implementing the SECC in co-ordination with Ministry of Housing and Urban Poverty Alleviation, the Registrar General and Census Commissioner, India and the State Governments. This is the first time such a comprehensive exercise using technology is being carried out in both rural and urban areas in the country with technical and financial support from the Government of India.

#### (STEP-UP)/ Rajiv Yuva Kiranalu (RYK):

The Livelihoods wing of AP MEPMA facilitates placement linked skill trainings to the urban youth in the sectors where there is potential for placement in the concerned urban areas.

The training programmes will be conducted through the professional training agencies which have good infrastructure facilities and placement network with the industry.

The Government of Telangana State established Rajiv Education and Employment Mission of Telangana State implementing "Rajiv Yuva Kiranalu" planned to provide 15 lakhs jobs by 2015. AP MEPMA is one of the Sub-Missions of REEMAP.

#### Government Budget (SALARIES):

To supervise and effective functioning of all the above mentioned schemes and initiatives of TS MEPMA staff have been deputed on deputation basis from Government Service & Out Sourcing Service. Government has provided Budget to meet the Salaries, remuneration of the outsourcing employees and other office expenses.

#### Community Health & Nutrition:

☐ TS MEPMA's objective under this component is to empower the CBOs to build up their capacities on access of services on health and educate at individual and community level to maintain their quality of life in a sustained manner.

#### Organizing and regulation of Street Vendors:

- Based on GoI Street Vendors Policy 2009, AP MEPMA prepared draft AP Street Vendors' (Protection of Livelihood and Regulation of Vending) Act, 2011, and it is under consideration of the Govt.
- ☐ So far profiled 1.33 lakhs street vendors in all ULBs and it is going on.

#### MIS:

#### **Direct Beneficiary Transfer (DBT)**

MEPMA is implementing the Direct Beneficiary Transfer (DBT) in implementation since 3 years. The DBT is being implemented through MEPMA service provider i.e., TCS and the nodal bank. The following funds are being transferred through Direct Beneficiary Transfer (DBT) to the beneficiaries from MEPMA Head Office account to Beneficiary account.

- 1. SHG Revolving Fund @ Rs. 10,000/- per SHG to SHG SB account.
- 2. SLF Revolving Fund @ Rs. 50,000/- or Prorata amount upto Rs. 50,000/- if already availed CEF under SJSRY to SLF SB account.
- 3. SHG Bank Linkage Interest Subvention
  - a. Interest Subvention under DAY-NULM, GoI.
  - b. Vaddi Leni Runalu (VLR) from State Govt.

The work flow is as follows:

- The eligible SHGs / SLFs will be recommended by the Town Mission Coordinators and the Project Director at District Level in their respective logins and forwarded to Head Office.
- After signing the proceedings and cheque from the Mission Director, the file will be generated in the prescribed proforma as required by NPCI by the service provider, now TCS.
- The file will be encrypted and placed in the nodal bank SFTP server for processing the DBT. The funds will be transferred to the Beneficiary account through the nodal bank through National Payment Corporation India (NPCI).
- The nodal bank will share the response file to the MEPMA Service Provider i.e.,
   TCS and the response i.e., success or Rejected will be updated against the SHG/SLF.
- The rejected accounts will be placed in Project Director login for rectification.

#### Purpose of Audit and Scope of Work:

fair transparent competition etc.)

The main purpose of the audit is to confirm that:

- a. That the financial management systems are being followed effectively.
- b. Necessary systems are in place to ensure transparency and accountability of the aid money. All the components of the aid have been used for the intended purposes and have been properly accounted for.
- c. It is anticipated that towards this end the auditors will undertake the following:
  Check receipts and payment vouchers and ensure that all activities are duly authorized by executive committee /MD /PD
  Check entries in cash book and ensure monthly balances are arrived at;
  Check purchase and issues of stocks and ensure asset/inventory register;
  Check all advances issued and ensure that the advances are adjusted /settled on a regular basis. Preferably advances should be maintained at minimum levels and an advance register maintained;
  Check whether there is timely and frequent bank reconciliation?
  Any other checks considered necessary (e.g. the processes of awarding contracts,
- ☐ The auditors should include in their reports comments on the present practice of maintenance of accounts and recommendations on how to improve the financial management function;
- ☐ To help the project in setting up a sound system to manage and monitor accounts;
- The auditors should visit all DPMUs to confirm that the financial systems are being followed. This should include looking at robustness and transparency of systems and mechanisms for transferring funds to DPMUs/ULBs and SHGs and monitoring

	the fund utilization.
[_]	What information is available on fund utilization and allocations;
	Submit report within the target date;
	Check whether the MD/PD has certified claims;
	local contracts are let, check whether competitive tendering procedures are
	followed for all work to be paid for from MEPMA funds or is there a justification
	to let the contract according to procurement manual;
	Verify the transactions done by the TCS (Who is the technical Agency for DBT)
	transferred to eligible sanctioned groups/individual.
[]	The auditors should help project to prepare a Receipts and Payments and Balance
	Sheet as on 1.04.2017 to 31.3.2018, if not already prepared by the Project towards
	the end of the stipulated periods as mentioned above.
Procu	rement systems and practices:
П	What mechanisms are used for procurement? Do competitive tendering rules
	apply? Is decision making auditable? Are systems transparent?
	Are the procurement guidelines in line with the programme memorandum
	Are contracts awarded on the basis of competition? Are controls in place to
	prevent conflict of interest?
	What measures have been taken to ensure that the procurement guidelines are
	transparent and what systems are in place to ensure that the funds are used for
	the purpose intended for.

# **Conduct of work:**

The audit will involve work with all sections/departments associated with the Mission.

# Receipts & Payments (Tentative) of MEPMA:

Year	Receipts (In Rupees)	Payments (In Rupees)
01-04-2017 to		
31-03-2018.	88,54,20,904.50/-	68,29,47,042/-

# Section VI:

# Time schedule of Work.

Work shall be carried -out and completed as per the fallowing schedule.

S.N	Description of work.	Time period.
1.	Conducting of Annual External Audit of MEPMA and its DPMU offices in Telangana State By a Qualified Chartered Accountant Firm (CA Firm) for the period from 01.04.2017 to 31.03.2018 in the Financial Year 2017-2018.	
	Total time period:	60 days.

#### Section VII:

# REPORTING REQUIREMENTS, EXPECTED OUTPUTS AND TIMINGS:

### Reporting Requirements, expected outputs and timings:

The auditors will report to Mission Director, MEPMA Telangana. The audit for the period from 01-04-2017 to 31-03-2018 for the Residuary State of Telangana, will be carried out over a period of Three (3) months from issue of work order, which should also include visits to the DPM Units.

#### The outputs/deliverables are

- Annual audited statement of accounts of MEPMA for the period from 01-04-2017 to 31-03-2018 for the Residuary State of Telangana consisting of Head Office, 30 DPMUs & GHMC for the year 2017-18.
- 2. Compliance report of systems of Head Office, 30 DPMUs & GHMC wise with findings, defects issue and item wise duly incorporating the amount, responsible officer for the failure at the tenure and recommendations in soft and hard copy.

These two outputs will be submitted to MEPMA Telangana within 60 days from issue of work order.

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#### Section VIII:

#### TENDER SUBMISSION LETTER.

Date:	
-------	--

To Mission Director, MEPMA, Telangana Hyderabad.

Sir,

- 1. We do hereby tender and if this tender be accepted, under take to execute the following work Conducting of Annual External Audit of MEPMA and its DPMU offices in Telangana State By a Qualified Chartered Accountant Firm (CA Firm) for the period from 1.04.2017 to 31.03.2018 in the Financial Year 2017-2018 and method of payment as provided for in the "conditions of the contract".
- 2. WE have also quoted the BID Amount in Section -X, annexed (in words and figures) for which We agree to execute the work when the lump sum payment under the terms of the contract
- 3. WE have also quoted the BID Amount Section -X, annexed both in words & figures. In case of any discrepancy between the Bid amount in words and figures, the rates quoted in words only shall prevail.
- 4. WE agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by us for any reasons whatsoever, the earnest money paid by us will be forfeited to Government
- 5. WE hereby distinctly and expressly, declare and acknowledge that, before the submission of our tender We have carefully followed the instructions in the tender notice and have read the conditions and distinctly agree that We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement, covenants, contracts, stipulations, restrictions and conditions.
- 7. WE shall not assign the work to any other CA Firm or sublet any portion of the same.
- 8. IF OUR tender is not accepted, the sum shall be returned to us on application when intimation is sent to us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If upon written intimation to us by the CLIENT, We fail to attend the said office on the date herein fixed or if upon intimation being given to us by the CLIENT or acceptance of our tender, and if We fail to make the additional security deposit or to enter into the required Agreement as defined in condition-24 of section III of the tender notice, then We agree the forfeiture of the earnest money. Any notice required to be served on us here under shall be sufficiently

served on us if delivered to us hereunder shall be sufficiently served on us if delivered to us personally or forwarded to us by post to (registered or ordinary) or left at our address given herein. Such notice shall if sent by post be deemed to have been served on us at the time when in due course of post it would be delivered at the address to which it is sent.

- 9. WE fully understand that the written Agreement to be entered into between us and MEPMA shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the Agreement has first been signed by us and then by the proper officer authorized to enter into contract on behalf of MEPMA.
- 10. WE ARE professionally qualified and our qualifications are given below:

ersonally checking all items of work  Qualification.
Qualification.
f >

#### TENDERERS / CA Firm'S CERTIFICATE.

- (1) WE hereby declare that We have perused in detail and examined closely items for which We tender, before We submit such tender and agree to be bound and comply with all conditions for this contract.
- (2) WE hereby declare that we are accepting to reject my tender in terms of condition 22 of Section -III of Instructions to Bidders & EMD.
- (3) WE declare that WE will complete the work as per the mile stone programme, and if we fail to complete the work as per the mile stone programme We abide by the condition to recover liquidated damages as per the tender conditions.
- (4) WE declare that WE will abide for settlement of disputes as per the tender conditions.

#### DECLARATION OF THE BIDDER.

- 1. WE have not been black listed in any department in Telangana State due to any reasons.
- 2. We declare that all the Certificates/Documents submitted by US are Genuine. We have signed on all the Documents produced, duly holding responsibility for the genuineness of the certificates.
- 3. WE agree to disqualify us for any wrong declaration in respect of the above and to summarily reject our tender.

Address of the Tender	er:	•
Phone No :	Fax No ·	

CA Firm.

# **Section IX:**

# <u>ANNEXURES</u>

ANNEXURE I: List of DPMUs.

SL. NO.	NAME OF THE DISTRICT	DPMU OFFICE LOCATED AT
1	2	3
1	Vikarabad	Vikarabad
2	Ranga Reddy	Ranga Reddy
3	Medchal	Medchal
4	Medak	Medak
5	Siddipet	Siddipet
6	Sangareddy	Sangareddy
7	Warangal (Urban)	Warangal (Urban)
8	Warangal (Rural)	Warangal (Rural)
9	Mahabubabad	Mahabubabad
10	Bhupalapally (Acharya Jayashankar)	Bhupalapally (Acharya Jayashankar)
11	Janagoan	Janagoan
12	Nizamabad	Nizamabad
13	Kamareddy	Kamareddy
14	Nalgonda	Nalgonda
15	Suryapet	Suryapet
16	Yadadri	Yadadri
17	Mahabubnagar	Mahabubnagar
18	Nagarkurnool	Nagarkurnool
19	Wanaparthy	Wanaparthy
20	Gadwal	Gadwal
21	Khammam	Khammam

22	Bhadradri (Kothagudem)	Bhadradri (Kothagudem)
23	Adilabad	Adilabad
24	Manchiryal	Manchiryal
25	Komaram Bheem (Asifabad)	Komaram Bheem (Asifabad)
26	Nirmal	Nirmal
27	Karimnagar	Karimnagar
28	Peddapalli	Peddapalli
29	Jagitiyal	Jagitiyal
30	Rajanna (Sircilla)	Rajanna (Sircilla)
31	GHMC	GHMC, Hyderabad
	Head Office	Hyderabad

#### Annexure II: Performance Guarantee

(ON RS.100/- STAM PAPER)

#### **BANK GUARANTEE**

The Mission Director, Mission for Elimination of poverty in Municipal Areas (MEPMA) IIIrd Floor, E-in-C (PH) Bldgs, A.C.Guards, Hyderabad

WHE	REAS:
Telang	The Mission for Elimination of Poverty in Municipal Areas (MEPMA), Government of gana State (the "CLIENT") has given the Letter of Acceptance to('the CA firm ') for Conducting External Audit of MEPMA and its DPMU
	including GHMC, for the period from 1.04.2017 to 31.03.2018 in the FY 2017-18 through tender and the CA Firm accepted the same, subject to and in accordance with the provisions of the
(B)	To award the audit work, the CA firm requires to furnish a performance Guarantee in the form of bank Guarantee to the Authority for a sum of Rs/- (Rupees
(C)	We, (the "Bank") through our Branch at (location) have agreed to furnish this Bank Guarantee by way of Performance
	Guarantee.
NOW,	THEREFORE,through our Branch at
	hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1.	through our Branch at hereby unconditionally and irrevocably guarantees the due and faithful
	performance of the CA Firms' obligations during the audit period, under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand and without any demur, reservation, recourse, contest or protest and without any reference to the CA Firm, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim without the Authority being required to prove or to show grounds or reasons for its demand and or for the sum specified therein.
2.	A letter from the Authority under the hand of an Officer not below the rank of Mission Director, Mission for Elimination of Poverty in Municipal Areas (MEPMA), Hyderabad Government of Telangana State that the CA Firm has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to

CA FIRM

whether the CA Firm is in default in due and faithful performance of its obligations during the Audit Period under the Contract and its decision that the CA Firm is in default shall be final and binding on the Bank, not withstanding any differences between the Authority and the CA Firm or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body or by the discharge of the CA Firm for any reason whatsoever.

- 3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the CA Firm and or the Bank whether by their absorption with any other body or corporation or otherwise shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4. It shall not be necessary and the Bank hereby waives any necessity, for the Authority to proceed against the CA Firm before presenting to the Bank, its demand under this Guarantee.
- 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and or performance of all or any of the obligations of the CA Firm contained in the Contract or to postpone for any time and from time to time any of the rights and powers exercisable by the Authority against the CA Firm and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the CA Firm or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the contract or for the fulfillment, compliance and or performance of all or any of the obligations of the CA Firm under the Contract.
- 7. Not withstanding anything contained herein before, the liability of the Bank under this guarantee is restricted to the Guarantee Amount Rs. /- (Rupees only) and this Guarantee will remain in force for a period of 6 (six) Months and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 3 (Three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8. The Bank undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been received when the same is acknowledged by us within the expiry/claim period.

10.	This Guarantee shall come into force with immediate effect and shall remain in force and effect
	for a period of Six months or until it is released earlier by the Authority.
11.	Notwithstanding anything contained herein
	(i) Our liability under this bank guarantee shall not exceed Rs /- (Rupees
	only) This bank Guarantee shall remain valid up to .01 .2019.
	(ii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before2018.
Signed a	and sealed this day of, 2018 at
SIGNEI	O, SEALED AND DELIVERED for and on behalf of the BANK by:
(Signatu	ure)
(Name)	
(Designa	ation)
(Code N	lumber)
(Address	s)

Annexure - III.

#### **AVAILABILITY OF KEY PERSONNEL**

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

SI. No	Name	Designation	Qualification	Total Experience	Working with the Tenderer since.
1	2	3	4	5	6

Signature of the Tenderer

CA FIRM

SECTION X:

### FINANCIAL BID

(To be submitted in Separate sealed cover -2 which is super scribed as "FINANCIAL BID")

	IN FIGURES	IN WORDS.
Conducting of Annual External Audit of MEPMA and its DPMU offices in Telangana State By a Qualified Chartered Accountant Firm (CA Firm) for the period rom 01.04.2017 to 31.03.2018 in the Financial Year 2017-2018	Rs.	
re	om 01.04.2017 to 31.03.2018 in	om 01.04.2017 to 31.03.2018 in

#### NOTE:

- 1. The Bidder shall quote the BID Price exclusive of GST and other applicable taxes.
- 2. The Bidder shall thoroughly examine and understand the Terms and conditions of the Tender document before quoting the Price and agree to abide by them.

SIGNATURE OF THE BIDDER.

SEAL:

APPROVAL Lr. No.115/External Audit: Dated: 3 -09-2018.

TECHNICALLY APPROVED THE DRAFT TENDER DOCUMENT AND SUBMITTED FOR COUNTER SIGN OF THE MISSION DIRECTOR.

MISSION DIRECTOR

AMO-MERMA NOTE 10-19 AT: 13-9-2018