

# Tender Document for "Appointment of Charted Accountant Firm to undertake External Audit of MEPMA and its DPMU offices"

## TENDER Notice NO: 4728/MEPMA/2009/F1/1, dated: 16 .05.2014

| Firm Name/CA Name: |  |
|--------------------|--|
| Nome and Address   |  |
| Name and Address   |  |
| Of the CA Firm     |  |
| Who Download the   |  |
| Bid Documents      |  |
|                    |  |
| Contact No:        |  |
| Email:             |  |
| Fax No:            |  |

The Mission Director MEPMA III Floor,ENC(PH) Building Opp: PTI Buildings, 640, A.C.Guards Hyderabad – 4 Phone Nos. 040-23379044 / 45

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## **SECTION-I: NOTICE INVITING TENDER (NIT)**

## <u>NIT No. 4728/MEPMA/2009/F1/1, dated: 16 .05.2014</u> <u>Appointment of Chartered Accountant Firms (CA Firms) registered with C&AG to undertake</u> <u>External Audit of MEPMA and its DPMU offices for the financial year 2013-14</u>

| 1  | Tender Inviting Authority  | : | <b>Mission Director, MEPMA</b> , IIIFloor,<br>ENC(PH) Building, A.C.Guards,<br>Hyderabad-500 004. |
|----|--|---|---|
| 2  | Tender Notice No.  | : | 4728/MEPMA/2009/F1/1, dated: 16.05.2014.  |
| 3  | Indicative cost of Job (tendered in previous year 2012-13).                          | : | Rs. 93,750/-  |
| 4  | Period of completion of work   | : | 2(Two) Months.  |
| 5  | EMD to be paid in the shape of Demand<br>Draft along with bid documents.             | : | Rs. 2,000/- (Rupees two thousands Only)   |
| 6  | Cost of Tender Document<br>(Non - Refundable)-shall be submitted<br>along with Bids. | : | Rs. 800/- (Rupees Eight Hundred Only/-)   |
| 7  | Start date of download (issue) of Tender document.                                   | : | From 17-05-2014 @ 11:00 A.M.  |
| 8  | Last date &Time of Submission Tenders (Due date).                                    | : | Upto 26-05-2014 @ 3:00 P.M.   |
| 9  | Opening Date/Time of tenders   | : | <b>26-05-2014</b> @ <b>3:30</b> P.M.  |
| 10 | Contact Details  | : | Sri. D. Srinivasa Rao, FM, MEPMA.<br>Mobl: 9701385106.  |

Sealed tenders are invited for õAppointment of Chartered Accountant Firms (CA Firms) to undertake External Audit of MEPMA and its DPMU offices for the financial year 2013-14ö. The bidder shall be an Indian Chartered Accountant firm who meets the minimum criteria set out in the tender document at **clause. 2 of section III**.

The External Audit shall mean annual audit of accounts of receipts and payments of all transactions relating to the various schemes and activities implemented and operated by MEPMA head office located at Hyderabad and its District offices including MEPMA activities in GHMC, GVMC & VMC as mentioned in the **ANNEXURE-1** enclosed.

Bid security (EMD) shall be **Rs.2,000/- (Rupees two thousands Only)** in the form of demand draft in favour of The Mission Director, MEPMA payable at Hyderabad which is refundable for the unsuccessful bidders.

Intending bidders shall obtain the copy of tender document by down loading from MEPMA web site i.e., <u>www.apmepma.gov.in</u> under component of Advertisements/Tenders and shall pay Rs. 800/-(Rupees Eight Hundred Only) in the form of demand draft in favour of The Mission Director, MEPMA payable at Hyderabad, non-refundable, to be attached with the Technical Bid of tender as the cost of tender document. Tenders shall be submitted to the Mission Director, MEPMA, III Floor, ENC (PH) Building, A.C. Guards, Hyderabad-500 004, on or before the date and time specified in the above NIT.

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#### **SECTION-II: BIDDER'S INFORMATION SHEET**

- 1. Name of the Bidder Firm/Company:
- 2. Address:

Telephone Nos. : Office:

: Residence:

: Mobile :

Fax No:

Email ID:

- Registration particulars of the Firm/Company : viz. Proprietary, Partnership, Private Limited, Public Limited etc. with ICAI.
- 4. Name of Proprietor/Partner/Director : signing the tender document.
- Name/Designation/Address of the Authorized : Signatory holding the Power of Attorney (if any)
- 6. Permanent Account Number (PAN)
- 7. Service Tax No :
- 8. Details of Experience:

| Sl.No | Name of Department / | Private / govt. | Financial years |
|-------|----------------------|-----------------|-----------------|
|       | Organisation         |                 | audit done      |
|       |                      |                 |                 |
|       |                      |                 |                 |
|       |                      |                 |                 |
|       |                      |                 |                 |
|       |                      |                 |                 |
|       |                      |                 |                 |
|       |                      |                 |                 |

:

9. Details of professional Personnel working with the firm:

| Name of the personnel | Qualification | Age | Experience in auditing |
|-----------------------|---------------|-----|------------------------|
|                       |               |     |                        |
|                       |               |     |                        |
|                       |               |     |                        |
|                       |               |     |                        |
|                       |               |     |                        |
|                       |               |     |                        |

Certified that the information given above is true and if any information is found to be false or misleading the tender /contract may be cancelled.

Signature:

Name:

Capacity of Signatory in the firm:

Seal :

#### A. INTRODUCTION

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

a. MEPMA means Mission for Elimination Poverty in Municipal Areas under the Government of A.P., Municipal Administration and Urban Development Department and having its Head Office at III Floor, ENC(PH) Building, A.C. Guards, Hyderabad.

b. DPMUs means districts offices of MEPMA, called as District Project Monitoring Units, located in all the districts of A.P., headed by an officer designated as Project Director.

c. The Client means the Mission Director, MEPMA.

d. The Bidder means Chartered 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 DPMUs to ensure adherence to the standard Govt. accounting norms.

#### 2. 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 ICAI prior to 10 years.

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-Govt. organizations/ Public ó sector Under takings during the last 3(Three) years i.e., from 2010-11 to 2012-13.

c. The firm must be empanelled with CAG of India for conducting audit for any Govt. or semi govt. department / organizations and latest renewal certificate with CAG shall be produced.

d. The firm should have a minimum annual turnover in the range of **Rs.40- 50** Lakhs during the last 2 years;

e. The firm should have a minimum of 4 to 5 working CA partners and a working staff strength of 15 people.

f. The firm should have one or more well established branch offices in Andhra Pradesh.

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.

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(b) in the case of a successful tenderer, if he fails to sign the Agreement for Whatever the reason.

2.4. In consideration of the Mission Director 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.

## 2.6. Discrepancy in Tender percentage quoted.

2.6.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

2.6.2 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

## **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.800/- (Rupees Eight Hundred Only)** in the form of demand draft in favour of The Mission Director, MEPMA 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 Documents is in two parts i) Technical Bid to be submitted in Cover A and ii) Financial Bid to be submitted in Cover B.

## 4.1.1. Documents to be enclosed with the Technical Bid – Cover A

- 1. Tender submission Letter.
- 2. Notice Inviting Tender.
- 3. Bidderøs 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 bidderøs eligibility.
- 6. Bid Security ó EMD in the form of demand draft in favour of The Mission Director, MEPMA payable at Hyderabad.
- 7. Tender document Cost in the form of demand draft in favour of The Mission Director, MEPMA payable at Hyderabad.
- 8. Authorisation 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.

1. Price Bid as per Annexure-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

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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 authorized in writing by the head of the firm and the authorization letter must be enclosed along with technical bid (Cover A).

## 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 3 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**, 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 Hnstructions to Biddersø
- (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 quote his/their tender 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 **Service tax (12.36% -subject to variation from time to time)**.

## 8.2. Tender Price:

8.3. While quoting the Tender the bidder shall work out the bid price for audit on the accounts for year i.e., 2013-14 and shall quote the Tender price in the financial bid only.

8.4. While quoting the Tender bidder shall include all expenditure of their professional personnel and staff entrusted for this contact including their salaries / remunerations, travel, lodging, boarding and other miscellaneous charges to his audit fee.

8.5. Price indicated in the FINANCIAL BID of this Bid document in the columns as prescribed. 8.6. The Tender 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 Tender price will be treated as non-responsive and rejected.

8.7. If any variation observed in Tender between figures and Words given, **price given** in words will be treated as the Tender price given by the Bidder.

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## 9. DOCUMENT ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS:

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- 50 lakhs for the last two years.

(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. 2,000/- (Rupees two thousands Only)** in the form of demand 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.

10.4The successful bidders bid security will be discharged after issue of õLetter 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.

11.1. 1.A bid valid for a shorter period shall be rejected by the Client as non-responsive.

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 6 Cover A as well as financial bids - Cover B 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 duly mentioning the details of Name of work, Name of the Firm, and must be addressed to Mission Director, MEPMA and sealed 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,III floor, ENC(PH) 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 vest 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 3:00 P.M on 26.05.2014.

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.

## E. 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 3:30 P.M on 26.05.2014.** The bidder/s or representatives, who are present; shall sign in the Attendance register.

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 service tax.

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.

#### 22. 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 an LOA (Letter of Acceptance) shall constitute the acceptance of Client to enter into the contract with the bidder. The bidder shall, within 15 days of issue of LOA, give his acceptance along with **performance security** as mention in **clause- 2 of Section IV -Terms & conditions of contract**.

#### 24. SIGNING OF CONTRACT:

Both the CLIENT and the CA FIRM shall sign the agreement; 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 Section V-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 of 10% of contract value within 15 days of receipt of LOA in the form of (a). demand draft in favour of The Mission Director, MEPMA payable at Hyderabad or (b). bank guarantee issued by any Nationalised bank/ Scheduled Bank as compensation for any loss, if any, resulting from the CA Firmøs failure to complete its obligations under this agreement valid for 2 months of Agreement period plus 6 months of guarantee period ie., for a total period of 8 (Eight) months in the format enclosed at Annexure óIX.-3.
- 2.2. The performance Security Bond will be discharged to the CA Firm after satisfactory completion of **the guarantee period of** 6 (six) months 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 at the rate of õBid Priceö as finalized in the agreement.
- 3.3 Payment shall be made against the Invoice raised by the CA Firm after completion of the entire work as per the contract agreement and no advance payment will be made.
- 3.4. Service tax: Service tax 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 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 above payments mentioned in the schedule.
- 3.6.3. The above Rate of payments is inclusive of all Taxes such as IT but excluding Service Tax etc.

#### 4. **PRICES** :

- i) a) Prices charged by the CA Firm for Services delivered and services performed under the Contract shall not be higher than the prices agreed in the agreement.
  - b) In case of revision of Statutory Levies/Taxes, if any, arise during the finalization of the Agreement, the Client reserves the right to ask for reduction in the prices quoted in his bid.
- ii) Price once fixed will remain valid for the period of Contract. Increase and decrease of taxes/duties will not affect the price during the period of contract.

#### 5. Sub-Contracts:

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

#### 6. PERIOD OF CONTRACT:

The Audit work shall be completed within **Two (2)** months from the date of  $\div$ entering into agreementøor  $\div$ date of issue of LOA by the clientø

#### 7. FORFEITURE OF PERFORMANCE SECURITY

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

- 1. When the terms and conditions of agreement is breached.
- 2. When the bidder fails to make complete service satisfactorily.
- 3. When agreement 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.

#### 8. FORCE MAJEURE:

- 8.1 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 hostility, 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 agreement 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.
- 8.2 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.

#### 9. TERMINATION FOR DEFAULT:

- 9.1 The Client may, without prejudice to any other remedy for breach of agreement, by written notice of default, sent to the CA Firm, terminate this agreement 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.

9.2 In event the Client terminates the contract in whole or in part, pursuant to Para 9.1 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.

## **10. 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 provide that such termination will not prejudice or affect any right or action or remedy which has accrued thereafter to the Client.

## **11. ARBITRATION:**

11.1 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, MEPMA. The contract to appoint an arbitrator will be in accordance with the Arbitrator 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, 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.

- 11.2 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.
- 11.3 The venue of the arbitrator proceeding shall be the office of the Mission Director, MEPMA, Hyderabad or such proceeding places as the arbitrator may decide.

## **12.** DELAYS – EXTENSION OF TIME – PENALITIES:

12.1. No extension of Time will be granted without a valid reason, unless, otherwise accepted by client.

12.2. For delays without valid reason/reasons the client has got right to impose a penalty (Liquidated damages) of **Rs.200/-(Two hundreds only) per day**. The penalty will be recovered from the first payment.

## **13.** SPECIAL CONDITIONS OF CONTRACT:

13.1. Date fixed for opening of bids is, if subsequently, declared as holiday, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

13.2. In case where the bid security (EMD) 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.

13.3. Client reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

13.4. 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.

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

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#### Section V : TERMS OF REFERENCE.(TOR).

#### **Background:**

Government have established a separate organisation named as õMission for Elimination of Poverty in Municipal Areas (MEPMA)ö for addressing urban poverty issues in a comprehensive manner in all Urban Local Bodies (ULBs) of Andhra Pradesh and the same is registered as a society under AP Societies Registration Act with Regd No.1120/2007. The activities of MEPMA are implemented in the name of õIndira Kranthi Patham - Urbanö 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.

#### **STRATEGY:**

- Building organizations of the poor
- Empowering the poor by building their capacities
- Establishing sensitive support mechanisms
- Ensuring participatory monitoring and evaluation systems
- Creating highly trained social capital at grass root level in all poverty aspects like health, education, livelihoods, vulnerability etc.
- Facilitating interface between Community Based Organizations (CBOs) of the poor and bankers/ constitution of Town Level Bankers committee with representative of poor in the committee
- Taking up livelihood programmes / skill development programmes on placement assured/market tie up basis.
- Facilitating formation of Community Based Organizations (CBOs) of the disabled persons at lane / poor settlement / town level and enabling vulnerable sections to live with more dignity and self respect
- Main streaming all the children into schools
- Establishing of resource centers at all levels for serving the needs of the poor
- Facilitating infrastructure improvement in slums
- Facilitating housing for the poor
- Empowering the poor to be covered under social security system
- Taking up any program that empowers the poor and / or addresses the various issues related to poverty elimination and human development

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

#### Swarna Jayanthi Shahari Rojgar Yojana (SJSRY):

#### **Objective of SJSRY:**

Addressing urban poverty alleviation through gainful employment to the urban unemployed/under employed poor to set up self employment ventures (individual and group), with support for their sustainability or undertake wage employment. Supporting skill development & training programmes to enable the urban poor have access to employment opportunities opened up by the market or undertake self-employment; and Empowering the community to tackle the issues of urban poverty through suitable self managed community structures like NHGs/SHGs, NHC/SLFs and CDS/TLFs.

#### **Coverage:**

The target population under SJSRY is the urban poor - those living below the poverty line, as defined by the planning commission.

#### **Components:**

- USEP: Urban Self employment programme
- UWSP: Urban Women Self Help programme
- STEP-UP: Skill training for Employment Promotion amongst Urban poor (STEP-UP)
- UWEP: Urban Wage Employment Programme
- UCDN: Urban Community Development network
- Urban Community Development Network: Community structures, community development & empowerment
- The above component relies on establishing and nurturing community organizations and structures that facilitate sustained urban poverty alleviation.

The community structures include:

- SHG/NHG/T&C societies at lane level
- NHC/SLF at slum/ward level
- CDS/TLF at town level
- CDN at town level and informal sector associations, at town level Hoteliers associations, Doctors associations, lawyers associations etc.
- The community development staff working with the above structures like Nodal implementing agencies at state, dist/ULB level, COs/Pos/functional specialists etc.,

#### **USEP:**

This component of SJSRY focuses on providing assistance to individual poor families for setting up of gainful self-employment ventures- Micro Enterprises. USEP (Urban Self Employment Programme component under SJSRY - Addressing urban poverty alleviation through gainful employment to the urban unemployed/under employed poor to set up self employment ventures (individual and group), with support for their sustainability or undertake wage employment, would enable the community for economic upliftment.

The programme is applicable to all cities and towns on a whole town basis. As per the revised guidelines under SJSRY 6 2009,

- The unit cost has been enhanced from Rs 50000/- to 2,00,000/- and
- Subsidy was enhanced from 15% subject to maximum of Rs 7500/- to 25% subject to maximum of Rs 50000/- of the project cost.
- Beneficiary contribution is 5% and bank loan is 70% out of the total cost.

The SHG (NHG) /SHGs of persons with disabilities, preferably senior best performing SHG, will take the applications under USEP for setting up economic activity fulfilling the following factors:

- 1. Beneficiary holding white ration card/income certificate issued by Thasildar.
- 2. Individual having the skill in that particular activity and
- 3. Selected unit is viable considering market demand for products

#### **UWSP:**

This Component will be having two sub-components:

- i. Assistance to groups of urban poor women for setting up gainful self-employment ventures UWSP (Loan & Subsidy)
- ii. Revolving Funds for Self-Help Groups (SHGs) / Thrift & Credit Societies (T&CSs) formed by the urban poor women ó UWSP (Revolving Fund).

#### 1. <u>Urban Women Self-Help Programme (Loan & Subsidy):</u>

This scheme is distinguished by the special incentive extended to urban poor women who decide to set up self-employment ventures in a group as opposed to individual effort. Groups of urban poor women may take up an economic activity suited to their skill, training, aptitude, and local conditions. Besides generation of income, this group strategy will strive to empower the urban poor women by making them independent as also providing a facilitating atmosphere for self employment.

Under UWSP, an activity-focused area-specific approach will be adopted for setting up micro/group enterprises with emphasis on micro-finance. To be eligible for subsidy under this scheme, the UWSP group should consist of at least 5 urban poor women. Before starting an income-generating activity the group members must get to know each other well, understand the group strategy, and also recognize the strength and the potential of each member of the group. The group will select an organizer from amongst the members. The group will also select its own activity. Care should be exercised in the selection of activity because the future of the group will rest on the appropriateness of the selection. As far as possible, activities should be selected out of an identified shelf of projects for the area concerned maintained by the town Urban Poverty Alleviation Cell. In addition, every effort will be made to encourage the group to set itself up as a Self-Help Group or Thrift & Credit Society, mobilizing savings and credit.

For setting up group enterprises, the UWSP group shall be entitled to a subsidy of Rs. 3,00,000/or 35% of the cost of project or Rs. 60,000/- per Member of the Group, whichever is less. The remaining amount will be mobilized as Bank Loan and Margin Money.

#### 2. Urban Women Self-Help Programme (Revolving Fund):

Where the UWSP group sets itself up as a Self-Help Group (SHG) / Thrift & Credit Society (T&CS), mobilizing savings and credit in addition to its other entrepreneurial activities, the SHG/T&CS shall also be entitled to a lumpsum grant of Rs. 25,000/- as Revolving Fund at the rate of Rs.2000/- maximum per member. This Revolving Fund shall be available to a simple Self-Help Group / Thrift & Credit Society also, even if the society is not engaged in any project activity or enterprise under UWSP. This fund is meant for the use of the SHG/T&CS for purposes such as:

- i. Purchases of raw materials and marketing;
- ii. Infrastructure support for income generation and other group activities;
- iii. One-time expense on child care activity. Recurring expenses like salary for staff etc. will not be permissible;
- iv. Expenses not exceeding Rs.500/- to meet travel costs of group members for visit to banks, town UPA Cell etc;

v. Where an individual member of a Thrift & Credit Society / Self-Help Group saves at least Rs.500/- in a fixed deposit for 12 months with the society, she will be entitled to a subsidy of Rs.30 to be paid on her behalf towards a health/life/accident/any other insurance scheme for herself. Moreover, in cases where the member saves at least Rs.750 in a fixed deposit in 12 months, she will be entitled to a subsidy of Rs.60, at the rate of Rs.30 for the member herself and

either Rs.30 for her husband towards health/life/accident/any other insurance or Rs.30 for any minor girl child in her family for health/accident insurance. This expense may also be debited to the revolving fund; and

- vi. Any other expense allowed by the State/ULB as being necessary in the society or group s interest based on guidelines.
- vii. A Self-Help Group / Thrift and Credit Society under UWSP shall be entitled for payment of revolving fund not earlier than one year after its formation. In other words, only such a body, in existence and functioning for at least one year, shall be eligible for payment of the revolving fund.
- viii. Federations of SHGs/T&CS at the cluster/ward/city level will need to be registered for channelisation of Revolving Fund, bank credit etc. States/UTs will issue guidelines prescribing eligibility criteria for receipt of revolving fund benefits by groups.

#### **STEP-UP:**

This component of SJSRY will focus on providing assistance for skill formation/up gradation of the urban poor to enhance their capacity to undertake self-employment as well as access better salaried employment.

Like USEP, STEP-UP will target the urban population below poverty line, as defined by the Planning Commission from time to time. The percentage of women beneficiaries under STEP-UP shall not be less than 30%. SCs and STs must be benefited at least to the extent of the proportion of their strength in the city/town population below poverty line (BPL). A special provision of 3% reservation should be made for the differently-abled, under this programme. In view of the Prime Ministerøs New 15-Point Programme for the Welfare of Minorities, 15% of the physical and financial targets under the Skill Training for Employment Promotion amongst Urban Poor (STEPUP) at the national level shall be earmarked for the minority communities.

STEP-UP intends to provide training to the urban poor in a variety of service, business and manufacturing activities as well as in local skills and local crafts so that they can set up self employment ventures or secure salaried employment with enhanced remuneration. Training should also be imparted in vital components of the service sector like the construction trade and allied services such as carpentry, plumbing, electrical and also in manufacturing low-cost building materials based on improved or cost-effective technology using local materials.

#### UWEP:

This programme seeks to provide wage employment to beneficiaries living below the poverty line within the jurisdiction of urban local bodies by utilising their labour for construction of socially and economically useful public assets. These assets may be Community Centres, Storm water Drains, Roads, Night Shelters, Kitchen Sheds in Primary Schools under Mid-day Meal Scheme and other community requirements like Parks, Solid Waste Management facilities, as decided by the community structures themselves.

The Urban Wage Employment Programme (UWEP) will be applicable only to towns/cities with population upto 5 Lakhs, as per the 1991 Census. UWEP will provide opportunities for wage-employment, especially for the unskilled and semi-skilled migrants/residents by creation of community

assets. Special emphasis will be on the construction of community assets in low-income neighborhoods with a strong involvement and participation of local communities.

The material labour ratio for works under this programme shall be maintained at 60:40. However, States/UTs can relax this material : labour ratio up to 10% (either way), wherever absolutely necessary. The prevailing minimum wage rate, as notified from time to time for each area, shall be paid to beneficiaries under this programme.

#### **INFORMATION, EDUCATION & COMMUNICATION (IEC):**

At the State level also, States/UTs can utilise up to 3% of their total annual allocation, for IEC activities, including research & training, seminars and workshops, Slum/BPL/ Livelihoods surveys, support to dedicated cells to look after IEC activities in the State Nodal Agency, State Resource Centres / Training Institutes, market research, evaluation studies, publicity of the Scheme etc. However, care shall be taken by the States/UTs to ensure that full use is made of the materials made available by the Ministry of Housing & Urban Poverty Alleviation and the recognized national institutions in this regard. Community-based Organizations and Non-Government Organizations may be involved appropriately in the IEC activities under SJSRY

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

States/UTs shall seek to minimize unproductive expenditures. A total of 5% of the State/UT allocation under SJSRY 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.

#### Pavala Vaddi (PV):

This unique scheme of reimbursement of interest to Self Help Groups which are prompt in repayment was introduced by the Govt. of A.P. from 01-07-2005. Under this scheme all Self Help Groups which have availed loans up to Rs.5.00 lakhs and repay the EMIs regularly without any default are entitled for an interest subsidy. This interest subsidy is over and above 3% of the rate of interest charged by different Banks under SHG Bank Linkage. MEPMA has so far disbursed Rs.334.00 Cr towards Pavala Vaddi reimbursement scheme.

#### 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 interest subsidy. Govt. has envisaged a procedure wherein when the EMI is paid every month regularly by the SHGs within one week from the due date, the actual interest debited by the Bank will be reimbursed by crediting in the SB account of the SHG month wise.

#### Rajiv Awas Yojana (RAY)

Rajiv Awas Yojana (RAY) is a flag ship programme of GoI launched by the President of India for -Slum-free Indiaø 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.

- **1. Duration:** RAY will be in two phases: Phase-I for two years (2011-13) for piloting and Phase-II in a Mission Mode (2013-22).
- **2.** Scope: To develop all slums in a holistic and integrated way and to create new affordable housing stock.

| For Cities with population > 5 lakhs |     |     |     |     |  |
|--------------------------------------|-----|-----|-----|-----|--|
| GoI GoAP ULB Beneficiary             |     |     |     |     |  |
| Housing                              | 50% | 25% | -   | 25% |  |
| Infrastructure                       | 50% | 25% | 25% | -   |  |

## 3. Funding Pattern:

| For Cities with population < 5 lakhs |     |     |     |     |  |  |
|--------------------------------------|-----|-----|-----|-----|--|--|
| GoI GoAP ULB Beneficiary             |     |     |     |     |  |  |
| Housing                              | 75% | 15% | -   | 10% |  |  |
| Infrastructure                       | 75% | 15% | 10% | -   |  |  |

## **OTHER INITIATIVES UNDER MEPMA:**

#### **Social Security:**

- Vision: The Govt. of Andhra Pradesh 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.

#### **Schemes and benefits:**

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

It is a co-contributory pension scheme for SHG women exclusively introduced by the Government of Andhra Pradesh- 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 MEPMA, above 18 years of age are eligible. A total of 2.24 Lakhs SHG women are enrolled in Abhaya Hastham in 2009-10 and 1.7 Lakhs eligible SHG members are enrolled in 2012-13.

#### **Contribution:**

Member can make a minimum contribution of Rs.365/- per annum and state Govt. would contribute Rs.365/- per annum. Members above the age of 50 years along with their regular contribution will have to ensure that they contribute minimum of 10 years worth contribution (Rs.3650/-)by the age of 60, so as to become eligible to draw pension and 19,253 eligible women are getting pensions till date.

#### **Benefits:**

- 1. Each member would become eligible for minimum monthly pension of Rs.500/- or above, subject to fulfillment of conditions to be prescribed on crossing the 60 years of age, depending on the number of years of contribution and quantum of contribution made by the member.
- 2. All women 18 to 59 years enrolled under Abhaya Hastham are by default become the members of JBY Scheme and they would be entitled to receive insurance and scholarship benefits as applicable in JBY.
- 3. On death of the subscriber during the contributory phase (less than 60 years) the available contributions of the subscriber and Governments co-contribution along with accrued earnings on such contributions shall be transferred to the nominee of the subscriber and also the insurance benefit would be transferred to the nominee.
- 4. On death of the member during the pension payout phase (60+years), the available contributions of the subscriber and the Governments co-contribution along with accrued earnings shall be transferred to the nominee of the subscriber.

#### 2. Jana sree Bima Yojana:

It is a Group Insurance scheme for BPL families administered by LIC of India.

#### **Eligibility:**

All SHG women who are not covered under Abhayahastham are eligible in this scheme. The SHG members and Domestic Workers, Rickshaw pullers and self employed physically handicapped persons were enrolled in this scheme.

#### **Contribution:**

Total premium is Rs.200/- of which Rs.100/- is paid by the beneficiary and Rs.100/- is paid by the GOI. Each member shall pay Rs.15/- towards service charges to respective ZillaSamakyas in addition to the premium mentioned above.

#### **Benefits:**

| For natural death                         | Rs.30, 000/- |
|---|--------------|
| For accidental death/permanent Disability | Rs.75, 000/- |
| For partial disability                    | Rs.37, 500/- |

Under SHIKSHA SAHAYOG YOJANA, a student study scholarship benefit of Rs.100/- per month is provided for the children of the JBY members, distributed in two phases @ Rs.600/- studying between  $9^{th}$  to  $12^{th}$  standard including ITI.

#### 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 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 being carried out in both rural and urban areas in the country with technical and financial support from the Government of India.

The SECC will have three important outcomes viz., (i) the SECC, 2011 will rank households based on their socioeconomic status, so that State/Union Territory Governments can objectively prepare a list of families living below the poverty line in rural and urban areas, (ii) it will make available authentic information on the caste-wise breakup of population in the country and (iii) it will provide the socio-economic profile of various castes.

The Secretary to Government, Municipal Administration & Urban Development Department is the in charge for entire State to conduct SECC 2011 for urban. The Mission Director, MEPMA is the Nodal Officer for SECC 2011 in urban areas. The SECC is being conducted in 45002 EBs in 125 statutory towns (122 Urban Local Bodies and 3 Major Municipal Corporations - Hyderabad, Visakhapatnam and Vijayawada). The separate team is supporting the Nodal officer in monitoring the SECC activity in Urban areas.

The SECC activity is being taken up in four phases viz., i) Enumeration, ii) Supervisory verification, iii) Verification and Correction Module and iv) Draft list publication. At present the last phase i.e., draft list publication process is being taken up.

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

The Livelihoods wing of 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.

STEP-UP is the major programme under SJSRY of GoI and MEPMA is implementing this programme from its inception year 2007-08

The identification of the beneficiary will be done by a special drive initiated in all the ULBs with the Community Resource Persons (CRPs) through SHGs.

The Government of Andhra Pradesh established Rajiv Education and Employment Mission of Andhra Pradesh implementing õRajiv Yuva Kiranaluö planned to provide 15 lakhs jobs by 2015. MEPMA is one of the Sub-Missions of REEMAP.

| Years   | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | Total  |
|---------|---------|---------|---------|---------|---------|---------|---------|--------|
| Trained | 17606   | 47357   | 24255   | 21028   | 61402   | 46539   | 50728   | 268915 |
| Placed  | 13434   | 34235   | 18124   | 16069   | 45079   | 37090   | 36274   | 200305 |

#### **Government Budget (SALARIES):**

To supervise and effective functioning of all the above mentioned schemes and initiatives of MEPMA staff have been deputated 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.

| TENDERER |
|----------|
|----------|

#### Activities taken up by MEPMA:

Mission for Elimination of Poverty in Municipal Areas (MEPMA) came into existence in the year 2007. Governing body headed by Honøble Chief Minister, and Executive Committee headed by Secretary, MA & UD.

#### **Urban Poverty Profile of AP:**

| • Urb  | an Population as per 2011 censes | - | 286 lakhs  |
|--------|----------------------------------|---|------------|
| • No.  | of ULBs                          | - | 183        |
| • No.  | of Slums                         | - | 10100      |
| • Slui | n Population                     | - | 100 lakhs  |
| • No.  | of SHGs                          | - | 3.15 lakhs |
| • No.  | of SLFs                          | - | 9900       |
| • No.  | of TLFs                          | - | 230        |

#### **Activities of MEPMA:**

| Scheme | Name of the programme / component            | So far<br>achieved | Target for 2013-14 | Achieved for<br>2013-14 |
|--------|--|--------------------|--------------------|-------------------------|
| SJSRY  | UCDN-Formation & Strengthening of CBOs       | 3.10 Lakhs         | 3000               | 5790                    |
|        | ó Self Help Groups(SHGs)                     |                    |                    |                         |
|        | Slum Level Federations (SLFs)                | 9485               | 500                | 341                     |
|        | Town Level Federations (TLFs)                | 220                | 20                 | 10                      |
|        | SHG Bank Linkage                             | <b>Rs.8900</b>     | <b>Rs.2100 Crs</b> | Rs.2156 Crs             |
|        |  | Crs                |                    |                         |
|        | Social Security óAbhaya Hastham (No. in      | 2.28               | 2.28               | 1.70                    |
|        | Lakhs)                                       |                    |                    |                         |
|        | Janasree Bhima Yojana                        | 644000             | 1000000            | 640000                  |
|        | USEP ó Individual micro enterprises          | 43110              | 10000              | 8012                    |
|        | UWSP ó Women Group enterprises               | 860                | 150                | 117                     |
|        | STEP-UP / RYK – Placement linked skill       | 186782             | 40000              | 36000                   |
|        | trainings                                    |                    |                    |                         |
|        | UWEP ó Infrastructure to urban slums (No. of | 260                | 371                | 312-Compleeted          |
|        | CRCs)  |                    |                    | 64-under process        |
|        | Mahila Swasakthi Bhavans sanctions           | 133                | 133                | 13-Compleeted           |
|        |  |                    |                    | 85-under process        |

#### **Other activities:**

#### **Community Health & Nutrition:**

• MEPMAøs 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, MEPMA prepared draft AP Street Vendorsø (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.

#### MEPMA Bazaar:

- Conducted MEPMA bazaar in 72 and 73 all India Industrial Exhibition with 100 stalls and 248 SHG entrepreneurs
- On the name of Swasakthi brand the SHGs products have been marketed throughout the state
- SHGs are also facilitated to exhibit their products during regional level exhibitions.

#### Rajiv Awas Yojana (RAY):

- The Govt. of India has selected 11 ULBs in Phase I, mainly which have more than 3 lakh populations as per 2001 Census. (GHMC, GVMC, VMC, TMC, Kakinada, Rajahmundry, Guntur, Nellore, Kurnool, Warangal, Ramagundam).
- The DPRs for the following slums have been approved by CSMC.

| (1). | Keshava Nagar, GHMC         | ó        | Rs. 58.75 Cr. |
|------|-----------------------------|----------|---------------|
| (2). | Surya Teja Nagar, GVMC      | -        | Rs. 11.01 Cr. |
| (3). | Dhall Mill Area, VMC        | -        | Rs. 20.13 Cr. |
| (4). | NSC Bose Nagar, VMC         | -        | Rs. 76.17 Cr. |
| (5). | Ambedkar Nagar & Jitender N | Nagar, ' | WMC           |
|      |                             | -        | Rs. 31.19 Cr. |
| (6). | Sundaraiah Colony, Nellore  | -        | Rs. 15.91 Cr. |
| (7). | Joharapuram, Kurnool        | -        | Rs. 05.67 Cr. |
| (8). | Gandhi Nagar, WMC           | -        | Rs. 20.46 Cr. |
| (9). | Meer Saheb, WMC             | -        | Rs. 19.11 Cr. |

#### Sthree Nidhi:

- Government established Women Co-operative Federation to provide gap funding to SHGs with a corpus of Rs.1000 crores.
- Urban SHGs also permitted w.e.f. April, 2012
- 3 Directors out of 9 Directors are nominated from Urban SHGs
- Each eligible TLF shall deposit Rs.10.00 lakhs share capital and Rs.10, 000 towards membership fees.
- Each member is eligible to get loan up to Rs.25,000 and Rs.1,50,000 to the SHG
- 2308 SHGs availed an amount of Rs 1494.00 Lakhs.

#### Urban Statistics & HR Assessment (USHA):

- To conduct survey and collect data of Urban statistics for Human Resource Assessment in all slums of ULBs having population 40,000 and above.
- In 2012-13 socio economic house hold survey in slums proposed to conduct in 75 ULBs with an estimated cost of **Rs. 2.51 Crores**

#### **Integrated Low Cost Sanitation (ILCS):**

- Nodal agency for release of funds to the various ULBs
- Proposal submitted to Government for construction of 6.44 lakhs latrines with an estimated cost of Rs.741.64 crores.

## Socio Economic Caste Census (SECC), 2011:

- SECC enumeration and supervision has taken up and completed in all Statutory Towns (125 ULBs) comprising of 45002 EBs. Funds to a tune of Rs. 71.19 lakhs has received from SERP for the Financial Year 2013-14 for SECC activity. The printing of draft list is taken up in all districts and completed in 9 districts so far.
- Funds to a tune of Rs. 71.19 lakhs has received from SERP for the Financial Year 2013-14 for implementing of the SECC activity.

## Purpose of Audit and Scope of Work:

The main purpose of the audit is to confirm that:

- a. 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, fair transparent competition etc.)
- 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;
- If 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;
- The auditors should help project to prepare a Receipts and Payments and Balance Sheet as on 31<sup>st</sup> March 2012 and 31<sup>st</sup> March 2013, if not already prepared by the Project towards the end of the respective financial Years.

## Analysis & Suggestions Required on - Procurement systems and practices:

- 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) |
|---------|----------------------|----------------------|
| 2013-14 | 200,79,69,964/-      | 232,47,36,988/-      |

#### Section VI: Time schedule of Work.

Work shall be carried óout and completed as per the following schedule .

| S.N | Description of work.                                | Time period.    |
|-----|---|-----------------|
| 1.  | External Audit of MEPMA head office located at      | From06.2014 to  |
|     | Hyderabad and its District offices including MEPMA  | 08.2014.        |
|     | activities in GHMC, GVMC & VMC for the Year 2013-14 |                 |
|     | Total time period:                                  | <u>2 MONTHS</u> |

#### Section VII: Reporting Requirements, expected outputs and timings:

The auditors will report to Mission Director, MEPMA & the audit for the period from 1-04-2013 to 31-03-2014 will be carried out over a period of Two (2) months starting from -----2014 to -----2014, which should also include visits to the DPM Units.

The outputs/deliverables are :

- 1. Annual audited statement of accounts for 2013-14 of MEPMA (State Level Unit as well as DPMU Units including MEPMA activities in GHMC, GVMC & VMC).
- 2. Compliance report of systems with findings and recommendations.
- 3. These two outputs will be submitted to MEPMA by ------.

#### Section -VIII:

## TENDER SUBMISSION LETTER.

Date: -05-2014.

To The Mission Director, MEPMA, <u>Hyderabad</u>

Madam,

2). I/WE have also quoted bid price in **Annexure-X** (in words and figures) for which I/We agree to execute the work.

3). In case of any discrepancy in words and figures, the rates quoted in words only shall prevail.

4). I/WE agreed to keep the offer in this tender valid for 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 me/us for any reasons whatsoever, the earnest money(EMD) paid by me/us will be forfeited to Government

5). I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the TOR and details of the location where the said work is to be done, and such verification of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the TOR and distinctly agree that I/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 my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

7). I / WE shall not assign the contract to others or sublet any portion of the same.

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8). IF MY / OUR tender is not accepted the sum (EMD) shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier.

9). If my/our tender is accepted the earnest money (EMD) shall be returned to me/us upon submission of DD/BG for an amount equivalent to 10 % of contract value as **Performance Security** by me/us while entering into Agreement. If upon written intimation to me/us by the Mission Director, MEPMA Office regarding acceptance of my/our tender, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Mission Director, MEPMA on acceptance of my/our tender, and if I/We fail to remit/submit the **Performance Security deposit** or to enter into the required agreement as defined in **condition-24 of Section III - Instructions to bidders and EMD**, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

10). I/WE have professionally qualified PERSONEL and THEIR qualifications are given below:

| S.N | Name | Qualification. |  |  |
|-----|------|----------------|--|--|
|     |      |                |  |  |
|     |      |                |  |  |
|     |      |                |  |  |
|     |      |                |  |  |

## TENDERERS / CA FIRMS'S CERTIFICATE.

- (11). I/WE hereby declare that I/We have perused in detail and examined closely the TOR, all its clauses for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such conditions for this agreement which I/We execute in the different Government Departments.
- (12). I/WE certify that I/We have verified the work before quoting my bid I/We have satisfied about the quality, availability and transport facilities for all the DPMUs.
- (13). I / WE hereby declare that I / We will pay an additional security deposit in terms of conditions 2.1 of Section IV- Terms & conditions of Contract.
- (14). I / WE hereby declare that I am / we are accepting to reject my tender in terms of condition 2.1.4. of Section III- Instructions to Bidders & EMD.
- (15). I / WE hereby declare that I / We will not claim any price enhancement.

- (16). I / WE hereby declare that I am / We are accepting for the guarantee period as 6 months.
- (17). I / WE declare that I / WE will execute the work as per the SHEDULE, and if I / WE fail to complete the work as per the SHEDULE, I abide by the condition to recover liquidated damages as per the tender conditions.

(18) I / WE declare that I / WE will abide for settlement of disputes as per the ORBITRATION conditions.

#### **DECLARATION OF THE TENDERER.**

- (19). I/WE have not been black listed in any department in Andhra Pradesh due to any reasons.
- (20). I/We declare that all the Certificates/Documents submitted by Me/US are Genuine.
- (21). I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer : Phone No.: Fax No.:

CA FIRM.

## Section IX: ANNEXURES

## Annexure-1.

## List of DPMUS.

| S.N. | NAME OF THE<br>DISTRICT | DPMU OFFICE LOCATED AT |  |
|------|-------------------------|------------------------|--|
| 1    | 2                       | 3                      |  |
| 1    | Srikakulam              | Srikakulam             |  |
| 2    | Vizianagaram            | Vizianagaram           |  |
| 3    | Visakhapatnam           | Visakhapatnam          |  |
| 4    | East Godavari           | Kakinada               |  |
| 5    | West Godavari           | Eluru                  |  |
| 6    | Krishna                 | Vijayawada             |  |
| 7    | Guntur                  | Guntur                 |  |
| 8    | Prakasham               | Ongole                 |  |
| 9    | Nellore                 | Nellore                |  |
| 10   | Chittoor                | Tirupathi              |  |
| 11   | Ananthapur              | Ananthapur             |  |
| 12   | Kadapa                  | Kadapa                 |  |
| 13   | Kurnool                 | Kurnool                |  |
| 14   | Khammam                 | Khammam                |  |
| 15   | Warangal                | Warangal               |  |
| 16   | Adilabad                | Adilabad               |  |
| 17   | Nizamabad               | Nizamabad              |  |
| 18   | Karimnagar              | Karimnagar             |  |
| 19   | Nalgonda                | Nalgonda               |  |
| 20   | Mahaboobnagar           | Mahaboobnagar          |  |
| 21   | Medak                   | Sangareddy             |  |
| 22   | Rangareddy              | Rangareddy             |  |
| 23   | GHMC                    | Hyderabad              |  |
| 24   | GVMC                    | Visakhapatnam          |  |
| 25   | VMC                     | Vijayawada             |  |

## Annexure-2.

## **<u>STATEMENT of</u>** Availability of Key Personnel:

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

| Sl.<br>No | Name | Designation | Qualification | Total<br>Experience | Working with<br>the Tenderer<br>since. |
|-----------|------|-------------|---------------|---------------------|--|
| 1         | 2    | 3           | 4             | 5                   | 6                                      |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |
|           |      |             |               |                     |  |

Signature of the Tenderer

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Annexure ó 3. (Bank Guarantee format)

#### (ON RS.100/- STAMP 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

#### WHEREAS:

the Mission for Elimination of Poverty in Municipal Areas (MEPMA), Government of Andhra Pradesh (the "Authority") has given the Letter of Acceptance to

(-the CA firm ') for õconducting External Audit of MEPMA and its its DPMU offices including GHMC,GVMC and VMC for FY 2013-14ö through tender process and the CA Firm accepted the same , subject to and in accordance with the provisions of the tender.

- (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 only) for due and faithful performance of its tender obligations before entering in to an Agreement by both parties.
- (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 Agreement, 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 Andhra Pradesh 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 Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the CA Firm is in default in due and faithful performance of its obligations during the Audit Period under the Agreement and its decision that the CA Firm is in default shall be final, and binding on the Bank, notwithstanding 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 Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or an

of the obligations of the CA Firm contained in the Agreement 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 Agreement 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 Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the CA Firm under the Agreement .
- Notwithstanding 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 Eight (8) Months and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than Three (3) 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 **Eight (8) months** or until it is released earlier by the Authority.

...... Contd. 4

- 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 --.--.2015.

(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 before ----.2015.

Signed and sealed this i i ... day of i i i ... **2014** at i i i i i i ... SIGNED, SEALED AND DELIVERED for and on behalf of the BANK by:

(Signature) (Name) (Designation) (Code Number) (Address) Annexure óX.

## FINANCIAL BID [to be placed in the COVER -'B']

## 1. Name of work : Conducting External Audit of MEPMA and its its DPMU offices including GHMC,GVMC and VMC for FY 2013-14

> SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATORY.

#### Note:

- 1. The bidder shall quote the õBID -Priceö which is exclusive of Service tax.
- 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.