

NEW TOWN KOLKATA DEVELOPMENT AUTHORITY



(A Statutory Authority under Government of West Bengal)

3, Major Arterial Road, New Town, Kolkata – 700156

Memo No. 1667/NKDA/Admn-115/2010

Dated : 5.6.2012

Notice Inviting Expression of Interest (EOI) NO: 03/NKDA/ADMN of 2012-13 for Conduct of Internal Audit of Accounts of New Town Kolkata Development Authority for the years from 2008-09 to 2011-12

New Town Kolkata Development Authority (NKDA) intends to conduct Internal Audit of Accounts of the Authority for the years 2008-09 to 2011-12 and for the purpose cited above, NKDA invites Expression of Interest (EOI) from reputed and experienced Chartered Accountant firms empanelled with Comptroller & Auditor General of India.

1.0 Scope of Activities

The successful Chartered Accountant firm will have to undertake internal audit of accounts of the Authority for the years 2008-09 to 2011-12. Audit Report should be submitted separately for each year.

In course of such audit the successful firm must verify whether :-

- (a) All vouchers along with necessary supporting documents, records, invoices etc. have been maintained properly.
- (b) All necessary books of accounts such as Cash Book, Journal, Ledger, Stock Register, Fixed Asset Register etc. are maintained properly.
- (c) Physical verification of assets have been carried out and reconciled properly.
- (d) Advances to suppliers have been properly adjusted against the bills.
- (e) Proper and transparent tendering system / procurement procedure have been followed in case of works contract or in case of procurement of goods and services.
- (f) Annual Accounts have been prepared as per standard accounting principles and procedures.
- (g) Entitlements are properly verified in case of establishment bills such as pay bill, bonus bill etc.

- (h) Reconciliation of Cash Book with bank balances has been periodically made.
- (i) Final Accounts reflects the true state of affairs of the Development Authority.
- (j) Adequate Internal Control mechanism is in vogue in the affairs of the Development Authority.
- (k) Any other item as deem fit by the Audit Firm.

On completion of work under the contract in all respect, the agency shall furnish detailed yearly Audit Reports in duplicate to the Authority alongwith a Certificate affirming verification as mentioned above.

2.0 Eligibility of Applicants

The applicant firm should be a Chartered Accountant Firms empanelled with Comptroller & Auditor General of India and with valid and up-to-date Certificate of Practice granted to it by the Institute of Chartered Accountants of India.

The intending quotationer should :-

- (a) Be vastly experienced for similar work.
- (b) Possess requisite well established infrastructure to carry out the work including possession of qualified Accountants, requisite support hands and sufficient resourcefulness with adequate equipments, tools and plants, computer support and sundries, required for proper execution of work.
- (c) Sufficient financial resourcefulness and solvency to undertake the work.

3.0 Credential and Documents

The intending quotationer should possess :-

- (a) Experience certificates of similar type of completed or ongoing works in various public departments / local bodies for last 2 (Two) years. The minimum value of work, for which certificates to be attached, should be not less than Rs. 25,000/- (Rupees Twenty Five Thousand only) in each case. The certificates should invariably include performance certificate supported by work orders issued by relevant authorities from where such orders and certificates have been originated.
- (b) Permanent Account Number (PAN) of Income Tax Department / Election Photo Identity Card / Passport issued by the competent authority / Driving License.

- (c) Valid membership with the Institute of Chartered Accountants of India.
- (d) Valid Certificate of Practice issued by the Institute of Chartered Accountants of India.
- (e) Valid Empanelled Certificate with Comptroller & Auditor General of India.
- (f) Other Tax Registration documents, if any, issued by competent authorities.
- (g) Valid Trade License.

4.0 General Terms & Conditions

- (a) The intending participants will have to submit self-attested photo copies of all documents mentioned in Clause No. 2.0 above. The originals will have to be produced for verification for the successful participant only. The originals will be returned after verification.
- (b) The quotationers shall make offer and related insertions, in English, legibly at proper places in the document. For any wrong entry, single line striking and putting right insertion close to the earlier entry be made. Such corrections must bear initial signature of the quotationer. No overwriting and use of correction fluid is allowed.
- (c) The quotationer has to affix seal and make signatures on all pages of the document, in addition to specified spaces. In case of blank page, the work "BLANK" to be written by quotationer and similarly signed with affixing seal.
- (d) Successful quotationer on written intimation shall have to enter into a formal deed of Contract in duplicate.
- (e) (i) Intending quotationers will have to deposit Earnest Money @ Rs. 5,000/- in the form of Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank drawn in favour of New Town Kolkata Development Authority payable at Kolkata.
(ii) Earnest Money will not be accepted by cheque / cash or in any form other than mentioned above.
(iii) Quotations unaccompanied by full earnest money in requisite form, will under no circumstances, be entertained and will summarily be rejected without further reference to the quotationers.

- (f) Earnest Money shall be refunded to the unsuccessful quotationers after finalization of tender procedure on the basis of their applications. Entire amount of the Earnest Money of the successful quotationer will be converted as Initial Security Deposit. Such Security Deposit will be refunded after acceptance of Final Audit Report by the Development Authority.
- (g) No Conditional offer will not be entertained and shall be deemed as 'informal'.
- (h) The right is reserved by the NKDA to revise or amend the quotation documents prior to the date notified for submission of quotation, or also to extend such dates. Such revisions, amendments or extension shall be duly notified, which shall also form as a part of quotation documents.
- (i) Intending quotationers may inspect the office of NKDA for on spot assessment of the volume of work and all other aspects which may influence the work and its progress. They also should fully understand the contents of the quotation document in right spirit. Any post claim due to insufficient knowledge on any count, shall not be entertained and such deficiency shall not come in way of proper and timely progress of work.
- (j) All cost for inspection of site and understanding the work including any cost for planning of various aspects, to be borne by quotationers themselves.
- (k) Quotations which have been considered valid on the general examination at the time of opening of quotation by the authority of NKDA, shall be subjected to detailed scrutiny, subsequently notwithstanding the general examination carried out earlier, the quotation accepting authority reserves the right of rejection of quotations which have been found defective during detailed scrutiny.
- (l) NKDA reserves the right to disallow participation of any or all the applicants in the EOI, without assigning any reason what so ever and no challenge against such refusal will be entertained. The applicants will also not be entitled for any compensation for rejection of the EOIs.

- (m) In case of sudden closure of office due to reasons beyond the control of the undersigned, the last date and time as indicated hereinafter under the clause ‘**Submission details**’, will automatically be deferred to the next working day without further notice.
- (n) Participation in this EOI deems that the applicant is fully agreeable to abide by all terms and conditions as stated in this notice inviting EOI.
- (o) Any notice or instruction to be given to the participants under the terms of this EOI shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his address as furnished.
- (p) The last date of submission of EOI along with documents, as cited in “Submission Details” is 4th July, 2012 upto 2.00 p.m.
- (q) The undersigned reserves the right to cancel the whole process of EOI without assigning any reason whatsoever.
- (r) Any corrigendum regarding this EOI before the due date of submission of bid will be uploaded in the official website of NKDA, i.e www.nkdamar.org along with publication in the office notice board. The intending participants are requested to visit the website for any updates etc. in this regard.
- (s) The Quotationers are bound by the terms and conditions of **Contract** along with the specification, notice of EOI along with all enclosures, Special Terms & Conditions, if any, and schedule of works etc. which forms part and parcel of this contract.
- (t) The Quotation inviting authority reserves the right to accept the Quotation. He also reserves the right to reject one, few or all Quotations without assigning any reason thereto. The decision of the authority is final and binding on all Quotationers.

5.0 Time of completion

The entire work is to be completed within a period of six months from the date of issue of work order by NKDA. Audit Reports in duplicate shall be submitted to NKDA as per the following time schedule:-

- (a) Report upto the year 2009-10 - Within two months from the date of work order.
- (b) Report upto the year 2010-11 - Within four months from the date of work order.
- (c) Report upto the year 2011-12 - Within six months from the date of work order.

In view of the above, it is to be noted clearly by the intending quotationers that time is the essence of the contract. So every effort has to be made to complete the work within specified time frame, failing which the agency is liable to be dealt as per relevant provisions of the Contract.

6.0 Progress of work

The agency, on receipt of work order shall immediately prepare work programme in consultation with responsible officials of NKDA and obtain approval of the Authority. They shall have to adhere to the finalized work programme. The agency shall be fully responsible for proper progress of the work, failure of which shall make him / them liable for various course of actions as per relevant terms of the contract. In case of any disruption in the pace of the work progress, the matter to be brought under the notice of the competent authority of NKDA.

At the event when the date line for completion of the work is visualized to be unattainable, due to various delays, an appeal for "Time Extension" is to be submitted to the Authority. In case, the Authority is of the opinion that the delay is for some genuine and unmanageable reasons and beyond the control of the agency, "Time Extension" may be granted otherwise penalty will be charged @ 2% of the accepted rate for each month of delay or part thereof beyond the scheduled date of completion of the work. However, it should be clearly noted that no financial claim for such time extension or any form of compensation for the agency, shall be entertained by NKDA.

7.0 Agency's General Obligation and responsibility

The agency shall, subject to the provisions of the contract and with due care and diligence, execute and maintain the works and provide all efforts, expertise and supervision etc. required in and for such execution and maintenance, so far as the necessity for providing the same is specified or is reasonably to be inferred from the contract.

8.0 Agency's Superintendence

The agency shall engage and deploy, at his cost, adequate numbers of whole time qualified personnel for smooth and proper execution of the work.

9.0 No Sub-Contracting

Sub-contracting either full or part of the assigned work with its scope / terms/ conditions etc., by the agency is strictly prohibited and if found so, the contract is liable to be terminated including imposition of penalties.

10.0 Price of the work

The rate quoted by the agency in quotation which becomes the part of the contract, shall be deemed to have included all costs of personnel engaged by him and cost of materials, consumables and equipments used in the work. This shall also include all taxes, duties and other charges. No escalation or revision of rates on any count shall be entertained.

11.0 Terms of payment

Subject to deduction of security deposit, as per relevant clauses of the contract document and recovery for the cost of any penalty imposed, by NKDA, if any, payment will be made as per the following schedule :-

20% of accepted price after submission of Audit Report upto the year 2009-10.

30% of accepted price after submission of Audit Report upto the year 2010-11.

40% of accepted price after submission of Audit Report upto the year 2011-12.

Balance 10% of accepted price retained as Security Deposits will be released after acceptance of Final Audit Report by the Authority.

No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the agency owing to any dispute between the agency and NKDA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.

Payment for the work done by the Contractor will be based on submission of detailed yearly Audit Reports in duplicate and acceptance of such reports by NKDA.

12.0 Recoveries to be made from payment

Following recoveries will be made from the bill of the successful agency after completion of the work:-

- (a) All taxes and charges, as applicable.

- (b) Cost of materials and services provided by NKDA which are required to be provided by the agency itself.
- (c) Any cost imposed as punitive provisions of the contract.
- (d) Penalty for delayed completion of work, if any.
- (e) Any other recovery, which becomes essential and imperative in the interest of public and the work under the contract.

13.0 Submission details regarding EOI

- (a) Covering letter and copy of the notice inviting EOI, duly signed on all pages including all annexure and self attested copies of all documents as cited in (a) of General Terms and Conditions. The EOI documents can be downloaded from the official website of NKDA, i.e. www.nkdamar.org.
- (b) Participant's Profile (**Annexure I**) and relevant experience details for last 3 years (**Annexure II**).
- (c) Financial offer on the enclosed schedule (**Annexure III**).

(a), (b) and demand draft for Earnest Money Deposit should be submitted in a sealed envelope super scribed as "Technical Bid for Conduct of Internal Audit of Accounts of New Town Kolkata Development Authority for the years from 2008-09 to 2011-12" and (c) should be submitted in a separate sealed envelope super scribed as "Financial Bid for Conduct of Internal Audit of Accounts of New Town Kolkata Development Authority for the years from 2008-09 to 2011-12". Both the envelopes containing the bids should be sealed in a large envelope clearly labeled as "Expression of Interest for Conduct of Internal Audit of Accounts of New Town Kolkata Development Authority for the years from 2008-09 to 2011-12" and submitted to the address given below within 2.00 p.m. on 4.7.2012 :-

Chief Executive Officer,
New Town Kolkata Development Authority,
03, Major Arterial Road, New Town, Kolkata– 700 156.
Phone: (033) 2706-2310.

The outer envelope containing the EOI proposals will be unfolded. The Technical Bid will be opened on the same day, i.e., 4th July, 2012 at 2.30 p.m. The Criteria for qualifying in the Technical Bid are as follows :-

- (i) The Firm possesses valid and up-to-date Certificate of Practice granted to it by the Institute of Chartered Accountants of India.
- (ii) The Firm is empanelled with Comptroller & Auditor General of India.
- (iii) The Firm has conducted at least two similar type of work during the last two years.
- (iv) Earnest Money Deposit has been furnished along with the bid.

Financial Bid of only those participants who will qualify in the Technical Bid will be opened on the same day, i.e., 4th July, 2012 immediately after preparing the list of qualified participants in the Technical Bid. EOI from firms failing to provide all requisite documents and information will be rejected.

**Chief Executive Officer
New Town Kolkata Development Authority.**

Memo No:

Dated :

Copy forwarded for information to :-

1. Joint Secretary, Urban Development Department, Govt. of West Bengal --- with the request to kindly arrange for display the notice in the Notice Board of his office.
2. Executive Officer, Nabadiganta Industrial Township Authority --- with the request to kindly arrange for display the notice in the Notice Board of his office.
3. Executive Officer, Bidhannagar Municipality --- with the request to kindly arrange for display the notice in the Notice Board of his office.
4. The Chief Engineer, New Town Kolkata Development Authority.
5. The Chief Architect, New Town Kolkata Development Authority.
6. The Administrative Officer, New Town Kolkata Development Authority
7. The Estate Manager, New Town Kolkata Development Authority.
8. The Executive Engineer-I, New Town Kolkata Development Authority.
9. The Executive Engineer-II, New Town Kolkata Development Authority.
10. The Accountant / Cashier, New Town Kolkata Development Authority.
11. P.A to the Chairman, New Town Kolkata Development Authority.
12. P.A to the Chief Executive Officer, New Town Kolkata Development Authority.
13. Office Notice Board.
14. Official web site of New Town Kolkata Development Authority (www.nkdamar.org).

**Finance Officer
New Town Kolkata Development Authority**

ANNEXURE-I
APPLICANT'S PROFILE

1	Name of the firm	
2	Address for correspondence and phone Nos.	
3	E-mail Id	
4	Name of the contact person and Phone No.	
5	Membership No. with ICAI	
6	No. of Certificate of Practice granted by ICAI and validity period of such certificate [Attach self attested photocopies of documentary evidences]	
7	Year of establishment	
8	No. of offices in India and abroad (if any) with details	
9	Date of first empanelment with Comptroller & Auditor General of India	
10	Whether empanelment with Comptroller & Auditor General of India is still valid (Yes / No) [Attach self attested photocopies of documentary evidences]	
11	Details of organisations in which similar nature of work has been done during last three years and total amount of Work Orders in each case (self attested photocopies of each work orders and credential certificates to be enclosed)	
12	No. of qualified Chartered Accountants engaged with the Firm and their Names	
13	No. of Articled Clerks and Audit Clerks engaged with the Firm	

**Signature of the Authorized Person
with seal of the firm**

ANNEXURE-II

APPLICANT'S EXPERIENCE DETAILS

Details of the work of similar nature carried out in the last two years

Name and address of the organisation with phone no.	No. of staff deployed for the project	Start Date	Completion Date	Brief description of the work

(copies of supporting documents to be enclosed)

**Signature of the Authorized Person
with seal of the firm**

ANNEXURE -III

Price Schedule

Name of Work	Amount (to be quoted in both figures and words) ()
Conduct of Internal Audit of Accounts of New Town Kolkata Development Authority for the years from 2008-09 to 2011-12	

**Name , address and signature of the
Authorized person of the firm**

CONTRACT AGREEMENT

(To be executed on a Non-Judicial stamp paper of Rupees One Hundred only)

AGREEMENT made thisday.....(month) of Two Thousand and Twelve Between..... of(hereinafter called “ **the Firm**”) of the one part and the New Town Kolkata Development Authority at 03, Major Arterial Road , New Town , Kolkata – 700156 (hereinafter called “**NKDA**”) of the other part .

WHEREAS the agency has offered for conduct of Internal Audit of accounts of NKDA for the years 2008-09 to 2011-12 as per the terms and conditions mentioned in the Notice Inviting Expression of Interest for the said work vide Memo No. dated

WHEREAS such offer has been accepted and the Firm has deposited with NKDA a sum of Rs. (Rupeesonly) as Earnest Money which has been converted to Security Deposit for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- (a) In accordance with the terms of proposal submitted by the Firm and the lowest rate offered by them @ Rs. (Rupees) resulting to a total sum of contract value of same amount of Rs. (Rupees) only NKDA has accepted the contract on the terms and conditions set out in the Notice Inviting Expression of Interest for the said work vide Memo No. dated as well as in the letter of acceptance cum work order no.dated and executed an agreement which shall hold good during period of this agreement.
- (b) The Firm will undertake internal audit of accounts of the Authority for the years 2008-09 to 2011-12. Audit Reports shall be submitted separately for each year.

In course of such audit the Firm will verify whether :-

- (i) All vouchers along with necessary supporting documents, records, invoices etc. have been maintained properly.
- (ii) All necessary books of accounts such as Cash Book, Journal, Ledger, Stock Register, Fixed Asset Register etc. are maintained properly.
- (iii) Physical verification of assets have been carried out and reconciled properly.
- (iv) Advances to suppliers have been properly adjusted against the bills.

- (v) Proper and transparent tendering system / procurement procedure have been followed in case of works contract or in case of procurement of goods and services.
 - (vi) Annual Accounts have been prepared as per standard accounting principles and procedures.
 - (vii) Entitlements are properly verified in case of establishment bills such as pay bill, bonus bill etc.
 - (viii) Reconciliation of Cash Book with bank balances has been periodically made.
 - (ix) Final Accounts reflects the true state of affairs of the Development Authority.
 - (x) Adequate Internal Control mechanism is in vogue in the affairs of the Development Authority.
 - (xi) Any other item as deem fit by the Audit Firm.
- (c) Immediately after signing this Contract the Firm will prepare work programme in consultation with responsible officials of NKDA and obtain approval of the Authority. It will adhere to the finalized work programme and will be fully responsible for proper progress of the work, failure of which will make him / them liable for various course of actions as per relevant terms of this Contract.
- (d) The entire work will be completed within a period of six months from the date of issue of work order by NKDA. Audit Reports in duplicate shall be submitted to NKDA as per the following time schedule :-
- (a) Report upto the year 2009-10 - Within two months from the date of work order.
 - (b) Report upto the year 2010-11 - Within four months from the date of work order.
 - (c) Report upto the year 2011-12 - Within six months from the date of work order.

In view of the above, it is hereby noted clearly by the Firm that time is the essence of the contract. So every effort will be made by the Firm to complete the work within specified time frame, failing which the Firm will be liable to be dealt as per relevant provisions of this Agreement.

- (e) At the event when the date line for completion of the work is visualized to be unattainable, due to various delays, an appeal for "Time Extension" will to be submitted by the Firm to NKDA and in case, NKDA is of the opinion that the delay is for some genuine and unmanageable reasons and beyond the control of the Firm "Time Extension" may be granted otherwise penalty will be charged @ 2% of the accepted rate for each month of delay or part thereof beyond the scheduled date of

completion of the work. However, it should be clearly noted that no financial claim for such time extension or any form of compensation for the Firm, shall be entertained by NKDA.

- (f) On completion of work under the contract in all respect, the Firm will furnish detailed yearly Audit Reports in duplicate to the Authority alongwith a Certificate affirming verification as mentioned above.
- (g) The Firm will pay the taxes, duties, fees, levies and other statutory impositions levied under the applicable law and NKDA will perform such duties in this regard to the deduction of such tax or levies as may be lawfully imposed.
- (h) Following recoveries will be made from the bill of the Firm after completion of the work:-
- (1) All taxes and charges, as applicable.
 - (2) Cost of materials and services provided by NKDA which are required to be provided by the agency itself.
 - (3) Any cost imposed as punitive provisions of the contract.
 - (4) Penalty for delayed completion of work, if any.
 - (5) Any other recovery, which becomes essential and imperative in the interest of public and the work under this Agreement.
- (i) Subject to deductions, if any, as per relevant clauses of this Agreement, payment will be made as per the following schedule :-
- 20% of accepted price after submission of Audit Report upto the year 2009-10.
30% of accepted price after submission of Audit Report upto the year 2010-11.
40% of accepted price after submission of Audit Report upto the year 2011-12.
- Balance 10% of accepted price retained as Security Deposit will be released after acceptance of Final Audit Report by the Authority.
- (j) Earnest Money deposited by the Firm will be converted to Initial Security Deposit. Such Security Deposit will be refunded after acceptance of Final Audit Report by the Development Authority. In case of any dispute or unsatisfactory report, such Security Deposit in full or part will be subject to the forfeiture by NKDA after showing detailed reasons thereto.
- (k) The Firm will not assign or sub-contract either in full or part of the assigned work and if found so, the contract will be terminated including imposition of penalties.

- (l) All Audit Reports and attached documents or other items submitted by the Firm in the performance of the Services under this Contract shall become and remain the property of NKDA and the Firm will not use them for purposes unrelated to this Contract without the prior written consent of NKDA.
- (m) The Firm will undertake to carry out the assignment in accordance with the highest standard of professional and ethical competency and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract will conduct themselves in a manner consistent herewith.
- (n) The Firm also agree that all knowledge and information which may be acquired during the carrying out of this Contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written consent of NKDA.
- (o) This Contract, it's meaning, interpretation and the relation between the parties shall be governed by the laws of Union of India.
- (p) Upon breach of the Contract by the Audit Firm of any of the conditions of the agreement, NKDA may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NKDA to claim damages for antecedent breaches thereof on the part of the Audit Firm and also to reasonable compensation for the loss occasioned by the failure of the Firm to fulfil the agreement as certified in writing by NKDA which certificate shall be conclusive evidence of the amount of such compensation payable by the Audit Firm to the NKDA .
- (q) In consideration of the payments to be made by NKDA to the Firm as hereinafter mentioned the Firm hereby covenants with NKDA to provide the service and to remedy defects therein in all respects with the provisions of the Contract .
- (r) Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with the law of India.
- (s) This agreement shall remain in force for a period of 6 (six) months from the date of entering into this Agreement or the date of submission of Audit Report for the year 2011-12 whichever is later but NKDA may terminate the contract at any time upon giving one months notice in writing without any compensation to the Audit Firm if situation so demands.

In witness whereof the parties hereto have hereinto set their respective hands and seals the day and year first above written.

Signature of the Authorised Representative of the Firm

Witnesses :-

1.

2.

Signature of Authorised Representative of NKDA

Witnesses :-

1.

2.