



JEEVIKA

Rural Development Department, Government of Bihar

**Bihar Rural Livelihoods Promotion Society
State Rural Livelihoods Mission, Bihar**



3rd Floor, Vidyut Bhawan - II, Bailey Road, Patna- 800 021; Ph.:+91-612-250 4980; Fax:+91-612-250 4960, Website:www.brllps.in

Request For Proposal

**Hiring of Statutory Auditor (CA firm) for BRLPS for the FY 2024-25.
Two Envelope Bidding system (Offline mode)**

TWO ENVELOPE BIDDING PROCESS

Ref. No. BRLPS/Proc/228/19

Issued RFP on 19/03/2025

**BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS)
3rd Floor, Annexe-II, Vidyut Bhawan, Bailey Road ,
Patna – 800021**

NOTICE INVITING TENDERS

1. BRLPS is an independent and autonomous institution registered under the Society Registration Act 1860. BRLPS has been set up by the Government of Bihar as part of its strategy to address rural poverty through enhancing the livelihoods of the poor. Bihar Rural Livelihoods Promotion Society (BRLPS) is implementing multiple projects funded by the Government of Bihar, Govt. of India through Community Based Organizations (CBOs) and nurturing institution of the poor by supporting formation, strengthening and empowering self- managed community organizations and adopting demand responsive and participatory processes. BRLPS will also facilitate participation of poor through forming producer groups and companies for key commodities – farm, off farm and non-farm products and services
2. The objectives of Society inter alia include:
 - To contribute to the lives of rural poor across the state of Bihar through empowering and fostering strong self - managed grassroots institutions and support investments by groups of poor.
 - To promote microfinance institutions in order to deal with development of rural poor by way of providing financial assistance and obtaining commercial funding or by way of refinancing under the guidance of state level society with overall objective of developing microfinance sector in Bihar.
 - To support village governance in becoming more responsive and effective in delivery of services and assisting rural poor especially the women
3. BRLPS invites proposals (the “Proposals”) for hiring of CA firm (the “Agency”) for hiring of Statutory Auditor - Bihar Rural Livelihoods Promotion Society (BRLPS) in accordance with the procedure set out herein.
4. The agreement shall be signed between the successful service provider (CA firm) & BRLPS. Enquiries and clarifications (if any), shall be addressed to: Procurement Specialist, Patna-800021 Email id: proc.sp@brlps.in

1. Schedule of Events:

| Sn. | Schedule | Important dates |
|-----|--|--|
| 1 | RFP Publishing date | 19/03/2025 |
| 2 | Pre bid meeting date | 25/03/2025 at 11.00 AM (Offline) at BRLPS Office, Vidyut Bhawan, Income Tax Golamber, Patna Interested CA firm can submit their query through email by 24/03/2025 at proc.sp@brlps.in |
| 3 | Last Date of submission of RFP | 09/04/2025 up to 03.00 PM |
| 4 | a. RFP opening date & Time (Technical) b. RFP opening date & Time (Financial) | Technical proposal : 09-04-2025 at 03:30 PM. Financial Proposal : To be notified later. |
| 5 | Bid validity period | 180 Days (One hundred and eighty days) |
| 6 | Contact Person | Dr Santosh- Procurement Specialist Mobile No - 9771478314 |
| 7 | Website for downloading the RFP. | www.brlps.in/Procurement/Consultancy . |

NB: BRLPS reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.

2. The tender shall be accompanied by **Bid cost of Rs 5,000/- (Rs. Five thousand rupees only)** in the form of Demand draft payable in favor of Bihar Rural Livelihoods Promotion Society payable at Patna.
3. The tender shall be accompanied by Earnest Money Deposit (EMD) / Bid Security of **Rs. 25,000/- (Rs. Twenty five thousand rupees only)** in the form of Demand draft payable in favor of Bihar Rural Livelihoods Promotion Society payable at Patna.
4. **CA Firm should keep technical proposal in one sealed envelope and financial proposal in second sealed envelope. Both technical and financial envelopes should then be Kept in other big envelope duly sealed, otherwise RFP will be considered as Non Responsive. All the envelopes should be Superscribed having Technical Proposal and Financial Proposal with proposal for Statutory Audit for BRLPS for FY 2024-25.**
5. BRLPS does not take any responsibility for the delay / Non- Submission of Tender caused due to any reason.
6. The CA firms shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
7. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for BRLPS, Patna the tenders opened on the next working day at the scheduled time.
8. The CA firms shall submit their eligibility and qualification details, Certificates as mentioned in the tender document
9. All prospective CA firms may **attend the Pre-Bid meeting**. The venue, date and time are indicated in Schedule of Events as in above.
10. All further Notifications/Corrigendum/Addendum would be notified to the CA firms through BRLPS website

Chief Executive Officer, Bihar Rural Livelihoods Promotion Society.

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Disclaimer

- The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor invitation by the Bihar Rural Livelihoods Promotion Society (BRLPS) to the prospective service provider or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Programme. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- The Client also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The issue of this RFP does not imply that the Client is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Abbreviations & Definitions

| S. No. | Terms | Definition |
|--------|----------------------------------|---|
| 1. | Authorized Signatory | The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/Client having the Power of Attorney (PoA) mentioning the "name of the Authorized Signatory" of the respective Bidding firm. |
| 2. | Bid Document | Documents issued by the procuring entity, including any amendments there to, that set out the terms and conditions of the given procurement and includes the invitation to bid. |
| 3. | Bid Security | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. |
| 4. | Bidder | Firm participating in the procurement/ bidding process with the procuring entity. |
| 5. | Committee | Committee constituted by Bihar Rural Livelihoods Promotion Society. |
| 6. | Competent Client | A Client or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. |
| 7. | Agreement Price | Price payable to the firm/company on the panel of Bihar Rural Livelihoods Promotion Society (BRLPS) under the Agreement for the complete and proper performance of its obligations under the agreement. |
| 8. | Agreement/ Procurement Agreement | An agreement entered into between the procuring entity and a successful bidder concerning the subject matter of procurement. |
| 9. | Day | A calendar day as per GoB |
| 10. | Effective date of Agreement | The date on which the agreement comes into force and effect. |
| 11. | EMD | Earnest Money Deposit |
| 12. | GCC | General Conditions of Agreement |
| 13. | GoB | Government of Bihar |
| 15. | GST | Goods & Service Tax |
| 16. | INR | Indian National Rupee |
| 17. | Lol | Letter of Intent |
| 18. | BRLPS | Bihar Rural Livelihoods Promotion Society. |
| 19. | M&E | Monitoring & Evaluation |
| 20. | PAN | Permanent Account Number |

| S. No. | Terms | Definition |
|--------|-------------------------|---|
| 21. | PBG | Performance Bank Guarantee |
| 22. | Personnel/ Resources | Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof. |
| 23 | CA | Chartered Accountant |
| 24. | Proposal | Proposals submitted by bidders in response to the RFP issued by BRLPS for selection of firm/company. |
| 25. | Client/Client | Bihar Rural Livelihoods Promotion Society (BRLPS) |
| 26. | LCS | Least Cost System |
| 27. | RFP | Request for Proposal |
| 28. | Services | Work to be performed by the firm/ company pursuant to the selection by BRLPS and to the agreement to be signed by the parties in pursuance of any specific assignment awarded to them by Bihar Rural Livelihoods Promotion Society. |
| 29. | TIN | Tax Identification Number |
| 30. | Working Days | Working days is defined as working days of BRLPS. |

Fact Sheet

Important Dates & Information

| | |
|---|---|
| Department Name | Bihar Rural Livelihoods Promotion Society (BRLPS) |
| Address & Phone Number | Annexe-II, 3 rd Floor, Vidyut Bhawan, Bailey Road, Patna, Phone – 91-612-2504980 |
| Name of Work | Hiring of Statutory Auditor (CA firm) - Bihar Rural Livelihood Promotion Society (BRLPS) |
| Project Duration | 12 Months |
| Method of Selection | Least Cost System (LCS) |
| Tender Currency | INR |
| Joint Venture/Consortium | No consortium / JVs / Associations shall be allowed to bid for this tender. |
| Bid Document Fee (Non-refundable) | INR 5000/- (INR Five thousand only) to be submitted in the form of Demand Draft , in the favor of Bihar Rural Livelihoods Promotion Society payable at Patna. |
| Bid Security/EMD | INR 25,000/- (INR Twenty five thousand Only) in the form of Demand Draft , in the favor of Bihar Rural Livelihoods Promotion Society payable at Patna. |
| Performance Bank Guarantee (PBG) | 5 % of the total agreement value within 10 working days from date of issuance of Letter of Intent (LOI) |
| Website for downloading tender documents | The tender is available and downloadable on BRLPS website www.brllps.in/Procurement/Consultancy All subsequent amendments/corrigendum to the bid document shall be uploaded on the BRLPS website. |
| Date & place of Pre bid meeting and proposal submission | 25/03/2025 at 11:00 A.M. Bihar Rural Livelihoods Promotion Society 3 rd Floor, Vidyut Bhawan, Annexe – II, Nehru Patna, Patna, 800021 Contact: 91-612-2504980 |
| Last Date & Time for Receipt of Bids at BRLPS office, Vidyut Bhawan, Bailey Road, Patna | 09/04/2025 (Till 03:00 P.M.) |
| Date and Time of Opening Technical Bid | 09/04/2025 (At 03:30 P.M.) |
| Date and Time of Opening Financial Bid | To be informed later |
| Bid Validity Period | 180 days |
| Officer Inviting Bids | CEO cum Mission Director |

1. Introduction

BRLPS is an independent and autonomous institution registered under the Society Registration Act 1860. BRLPS has been set up by the Government of Bihar as part of its strategy to address rural poverty through enhancing the livelihoods of the poor. Bihar Rural Livelihoods Promotion Society (BRLPS) is implementing multiple projects funded by the Government of Bihar, Govt. of India through Community Based Organizations (CBOs) and nurturing institution of the poor by supporting formation, strengthening and empowering self- managed community organizations and adopting demand responsive and participatory processes. BRLPS will also facilitate participation of poor through forming producer groups and companies for key commodities – farm, off farm and non-farm products and services.

1.1. Request For Proposal

- 1.1.1. Invitation for Selection of Service Provider for Statutory Auditor for Bihar Rural Livelihoods Promotion Society (BRLPS).
- 1.1.2. Bihar Rural Livelihoods Promotion Society (BRLPS), JEEVIKA, Department of Rural Development, Government of Bihar, invites responses (“Tenders”) to this Request for Proposal (“RFP”) from reputed consulting firms (“Bidders”) for the provision of Services as described under, “Terms of Reference” of this RFP.
- 1.1.3. Any agreement that may result from this procurement competition will be issued for statutory audit for FY 2024-25.
- 1.1.4. **The Client reserves the right to (may), with concurrence of the selected firm , extend the Term for a period or periods of up to 2 (two) years on yearly basis on the same terms and conditions.**
- 1.1.5. The bidder shall not be permitted to subcontract any of the services under this RFP.
- 1.1.6. The date for the commencement of services is within 05 calendar days of agreement signing. In case of delay a penalty of 0.07 % per day of agreement value will be levied.
- 1.1.7. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet.

1.2. Project Description

- BRLPS is an independent and autonomous institution registered under the Society Registration Act 1860. BRLPS has been set up by the Government of Bihar as part of its strategy to address rural poverty through enhancing the livelihoods of the poor. Bihar Rural Livelihoods Promotion Society (BRLPS) is implementing multiple projects funded by the Government of Bihar, Govt. of India through Community Based Organizations (CBOs) and nurturing institution of the poor by supporting formation, strengthening and empowering self-managed community organizations and adopting demand responsive and participatory processes. BRLPS will also facilitate participation of poor through forming producer groups and companies for key commodities – farm, off farm and non-farm products and services.

2.1. General Instructions

- 2.1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.
- 2.1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for technical negotiations (if required) and ultimately for a signed agreement with the selected Consultant.
- 2.1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet.
- 2.1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client as specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to obtain additional information on the pre-proposal conference.
- 2.1.5. The Client will provide the inputs specified in the Data Sheet and all available relevant project data and reports.
- 2.1.6. Please note that (i) the costs of preparing the proposal and of negotiating the agreement, including a visit to the Client, are not be paid/reimbursed in any case; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 2.1.7. All information supplied by Bidders may be treated as binding on the Bidders, on successful award of the assignment by the Client based on this RFP.
- 2.1.8. No commitment of any kind, award or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of the Client. Any notification of preferred Bidder status by the Client shall not give rise to any enforceable rights by the Bidder. The Client may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of the Client.

2.2. Conflict of Interest

- i. Client requires that Consultants provide professional, objective, and impartial advice and always hold the Client's interests paramount, strictly avoid conflicts with other

Assignment/jobs or their own corporate interests and act without any consideration for future work.

- ii. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Agreement during execution of assignment.
- iii. No autonomous agency under the control of the Government of Bihar or current employees of the Client shall work as consultants.

2.3. Corrupt and Fraudulent Practices

2.3.1. The Client will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for this assignment in question;

2.3.2. For the purposes of this provision, the terms are set forth as follows:

- "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- "Coercive Practice" is impairing or harming, or threaten to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to The Client in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threaten, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2.4. General Considerations

2.4.1. Consultants are advised to study all instructions, forms, requirements, appendices, and other information in the RFP document carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.4.2. Failure to comply with the requirements of this RFP may render the Proposal non-compliant and the Proposal may be rejected, therefore, Consultants must:

- i. comply with all requirements as set out within this RFP;
- ii. submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP;

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- iii. include all supporting documentations specified in this RFP; and
 - iv. each Consultant / CA firm shall submit only one (1) proposal.

2.5. Completeness of Response/ Compliant Proposals

- 2.5.1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2.5.2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP.

2.6. Proposal Validity

- 2.6.1. The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the Client as non-responsive bid.
- 2.6.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Client may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- 2.6.3. If it is established that any Expert nominated in the Bidder's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

2.7. Extension of Validity Period

- 2.7.1. The Client will make its best effort to complete the process within the proposal's validity period. However, should the need arise, The Client may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- 2.7.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Experts.

2.8. Confidentiality

- 2.8.1. From the time the Proposals are opened to the time the Agreement is made, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Agreement award information.
- 2.8.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award decisions may result in the rejection of its Proposal.
- 2.8.3. Notwithstanding the above provisions, from the time of the Proposals, opening to the

time of Award publication, if a Bidder wishes to contact The Client on any matter related to the selection process, it should do so only in writing.

2.9. Amendment to "RFP"

2.9.1. At any time prior to the deadline for submission of Proposal, after the Pre-bid meeting, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the BRLPS website . To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Date.

2.10. Governing Law

2.10.1. The Agreement shall be governed by and interpreted in accordance with the laws of the Bihar State/ India and under the jurisdiction of Courts in Patna, Bihar.

2.11. Force Majeure

2.11.1. Definition of Force Majeure

"Force Majeure" shall mean any event beyond the reasonable control of the Client or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

2.11.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

- If either party is prevented, hindered, or delayed from or in performing any of its obligations under the agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

2.11.2.1. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the agreement for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

2.11.2.2. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the agreement and to fulfil its or their obligations under the agreement, but without prejudice to either party's right to terminate the

Agreement under this Clause.

- 2.11.2.3. No delay or non-performance by either party to this Agreement caused by the occurrence of any event of Force Majeure shall:
- constitute a default or breach of the Agreement;
 - give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,
- if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 2.11.2.4. If the performance of the Agreement is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Agreement, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Agreement by giving a notice to the other.
- 2.11.2.5. In the event of termination pursuant to Clause 2.13, the cessation of rights and obligations of the Client and the Consultant shall be as specified in the clause titled Termination.
- 2.11.2.6. Notwithstanding Clause 2.10.2.4., Force Majeure shall not apply to any obligation of the Client to make payments to the Consultant under this Agreement.

2.12. Termination Clause

2.12.1. Termination for Default

- 2.12.1.1. The Client may, without prejudice to any other remedy for breach of agreement, by a written notice of default of at least 30 days sent to the selected bidder, terminate the agreement in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach.
- 2.12.1.2. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the agreement, or any extension thereof granted by The Client; or;
- 2.12.1.3. If the selected bidder fails to perform any other obligation under the agreement within the specified period of delivery of service or any extension granted thereof; or;
- 2.12.1.4. If the selected bidder, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the agreement, or;
- 2.12.1.5. If the selected bidder commits breach of any condition of the agreement; or;
- 2.12.1.6. If The Client terminates the agreement in whole or in part, amount of PBG may be forfeited. The decision of the Client will be final and conclusive in this regard.

2.12.2. Termination for Insolvency

- 2.12.2.1. The Client may at any time terminate the Agreement by giving a written notice of at least 30 days to the selected bidder if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue

thereafter to The Client.

2.12.3. Termination for Convenience

- 2.12.3.1. The Client, by a written notice of at least 60 days sent to the selected bidder, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for The Client's convenience, the extent to which performance of the selected bidder under the Agreement is terminated, and the date upon which such termination becomes effective.
- 2.12.3.2. In such case, The Client will pay for all the pending invoices as well as the work done till that date by the Bidder.
- 2.12.3.3. Limitation of Liability- In no event shall either party be liable for consequential, incidental, in direct, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in agreement, tort, strict liability or otherwise) for more than the value of the amount to be paid (including any amounts invoiced but not yet paid) under this Agreement.

2.12.4. Termination by The Client

- 2.12.4.1. The Client may at any time terminate the Agreement by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Selected services provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing.
 - The Selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
 - The Selected Bidder submits to the Client a statement which has a material effect on the rights, obligations, or interests of the Client and which the Selected Bidder knows to be false.
 - Any document, information, data, or statement submitted by the Selected Bidder in its Proposals, based on which the Selected Bidder was considered eligible or successful, is found to be false, incorrect, or misleading; or
 - As the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - If the BRLPS would like to terminate the agreement for reasons not attributable to the Selected Bidder's performance, they will need to clear all invoices for the Selected Bidder services up to the date of their notice.
 - If the BRLPS would like to terminate the agreement for reasons attributable related to the Selected Bidder, the BRLPS will give a rectification notice for 1 month to the Selected Bidder in writing with specific observations and instructions.

2.12.5. Termination by Selected Bidder

2.12.5.1. The Selected Bidder may, by not less than three (03) months written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Selected Bidder may have subsequently agreed in writing) following the receipt by the Client of the Selected Bidder's notice specifying such breach.
- As the result of Force Majeure, the Selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

2.13. Suspension

2.13.1. The Client may, by written notice of suspension to the Selected Bidder, without any obligation (financial or otherwise) suspend all the payments to the Selected Bidder here under if the Selected Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension

- Shall specify the nature of the breach or failure, and
- Shall provide an opportunity to the Selected Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Selected Bidder of such notice of suspension.

2.14. Cessation of rights and obligations

2.14.1. Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except

- Such rights and obligations as may have accrued on the date of termination or expiration,
- The obligation of confidentiality set forth in RFP.

2.15. Cessation of Services

2.15.1. Upon termination of this Agreement by notice of either Party to the other, the Selected Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.16. Disputes Resolution

2.16.1. Amicable Settlement: The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the resultant

Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of the resultant agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation.

2.16.2. If any of the disputes arising out of the resultant agreement signed is not settled amicably, the courts in Patna, Bihar shall have the sole jurisdiction to settle the disputes.

2.17. Liquidated Damages

2.17.1. Except as provided under clause "Force Majeure," if the consultant fails to deliver the services within the period as allotted to the expert/s, the Client may without prejudice to all its other remedies under the resultant Agreement, deduct from the Agreed Price as per signed agreement, as liquidated damages, a sum equivalent to 1% per day till the period of delay from the invoice of consultant.

3. Terms of Reference for Statutory Audit for BRLPS

1. Background

BRLPS is an independent and autonomous institution registered under the Society Registration Act 1860. BRLPS has been set up by the Government of Bihar as part of its strategy to address rural poverty through enhancing the livelihoods of the poor. Bihar Rural Livelihoods Promotion Society (BRLPS) is implementing multiple projects funded by the Government of Bihar, Govt. of India through Community Based Organizations (CBOs) and nurturing institution of the poor by supporting formation, strengthening and empowering self- managed community organizations and adopting demand responsive and participatory processes. BRLPS will also facilitate participation of poor through forming producer groups and companies for key commodities – farm, off farm and non-farm products and services.

2. Objectives of the Society-

The objectives of Society inter alia include:

- To contribute to the lives of rural poor across the state of Bihar through empowering and fostering strong self - managed grassroots institutions and support investments by groups of poor.
- To promote microfinance institutions in order to deal with development of rural poor by way of providing financial assistance and obtaining commercial funding or by way of refinancing under the guidance of state level society with overall objective of developing microfinance sector in Bihar.
- To support village governance in becoming more responsive and effective in delivery of services and assisting rural poor especially the women.

3 Project Scope & Components

At present, the BRLPS is implementing central schemes namely NRETP, NRLM and its verticals funded by MoRD, state scheme namely Satat Jeevikoparjan Yojana (SJY) and NULM covering more than 1.35 crores households through around 10,63,000 Self Help Groups (SHGs).

Besides above, there are other schemes under Lohiya Swachh Bihar Abhiyan (LSBA) for which BRLPS has been designated as nodal agency since 2016. The main schemes under LSBA are –

- a) SBM-G - (Swachh Bharat Mission- Grameen),
- b) SBM-G-EBR - (Swachh Bharat Mission- Grameen-Extra Budgetary Resource)
- c) SBM-G-PIG-NARSS (Swachh Bharat Mission- Grameen-Performance based incentive grant-National Annual Rural Sanitation Survey)
- d) NNP / LIS – (Neer Nirmal Pariyojana),
- e) LSY – (Lohiya Swachhta Yojana),

- f) GAP – (Ganga Action Plan),
- g) Swachh Bharat Kosh (SBK)
- h) SLWM – O & M Plan etc.

All schemes have been implemented within the 38- Districts of Bihar under active participation of DRDAs and District Project Co-ordination units of Jeevika (DPCUs).

4. Implementation Arrangement

The Bihar Rural Livelihoods Promotion Society under the administrative Control of Rural Development Department, Govt. of Bihar is led by its General Body, from which a more functional Executive Committee has been formed for taking all policy level decisions and advising the functionaries over the management of Bihar Rural Livelihoods Promotion Society. Representatives from the Government of Bihar, civil society, banks, and developmental institutions form the executive committee of the Society.

State Level: At the state level, the **State Project Management Unit (SPMU)** has been formed and staffed with a team of dedicated development professionals. The society is headed by **Chief Executive Officer**.

District level: The District Project Manager heads the DPCU with primary responsibility of Coordinating with their Blocks for effective implementation and convergence with ongoing Government Programme in the district.

Block Level: The Block Project Manager heads the BPIU and is responsible for implementing the projects / Schemes in concerned BPIU. BPIU will work very closely with the Community based organizations (CBOs).

At the community level the project will be implemented through the following community- based institutions:

- a) Self Help Groups
- b) Village Organizations (federation of a group of SHGs)
- c) Cluster Level Federation (federation of Village Organizations).
- d) Producers Groups / Producers' companies.

Besides above, schemes under LSBA have been implemented by DRDAs through Blocks and Gram Panchayats. The Auditors will have to visit the concerned DRDAs/Block offices during the course of LSBA Audit.

5. OBJECTIVES OF AUDIT

The objective of the statutory audit is to express an opinion on annual **Project / Schemes Financial Statements / Consolidated Financial Statements** of the Society are free from material misstatement and that the terms and conditions of the funding agencies were complied with in all material respects and enable the auditor to express a professional opinion as to whether

- (1) The PFSs/SFSs/CFs of the Society gives a true and correct / fair view of the sources and applications of project funds for the period under audit;
- (2) The funds were utilized for the purposes, for which they were provided,
- (3) The procurement procedures (except World Bank Project, if any) prescribed in the Bihar Finance Rules / regulations / guidelines of Govt. of Bihar have been followed;
- (4) Expenditures shown in the PFSs/SFSs of the Society are eligible for financing/funding under the relevant agreement with the funding agencies.

In addition, where applicable, the auditor will express a professional opinion as to whether the Financial Management Reports submitted by project management units may be relied upon to support any application for withdrawal from the agreement with the Financing/funding agencies.

The books of account that provide the basis for preparation of the PFSs/CFs of the Society are established to reflect the financial transactions of the projects/ Society and are maintained by BRLPS and its constituent state, district and block level units.

6. AUDIT STANDARDS

The audit will be carried out in accordance with the Auditing Standards issued by the Institute of Chartered Accountants of India. The auditor should accordingly consider materiality when planning and performing the audit to reduce audit risks to an acceptable level that is consistent with the objective of the audit. Although the responsibility for preventing irregularity, fraud or the use of credit/loan/grants proceeds for purposes other than as defined in the legal agreement remains with the Society/borrower. The audit should be planned so as to have a reasonable expectation of detecting material misstatements in the project financial statements.

7. AUDIT SCOPE

In conducting the audit, special attention should be paid to the following:

- a. All external funds including fund received from Ministry of Rural Development, Ministry of Jal Shakti/ Department of Drinking Water & Sanitation and the line departments of Government of Bihar i.e. RDD, Animal Husbandry and Fish Resource Department/ Agriculture Department/ Panchayati Raj Department etc. have been used in accordance with the conditions imposed by the funding agencies/relevant legal agreement and only for the purposes for which the financing was provided.
- b. Effective project financial management systems including internal controls were in operation throughout the period under audit examination. This would include aspects such as adequacy and effectiveness of accounting, financial and operational controls and any need for revision thereof; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls or creating them where there are none; verification of assets and liabilities and integrity, controls, security and effectiveness of the operation of computerised system;

- c. Counterpart funds have been provided by the Govt. of Bihar and used in accordance with the related guidelines / notifications.
- d. All necessary supporting documents, records, and accounts related to the society have been kept in respect of all project transactions including expenditures reported via Quarterly Progress Financial Reports (QPFRs) wherever applicable. However, documents, records and accounts related to LSBA shall be made available by the concerned DRDAs, Blocks, DPCUs, and SPMU. Clear linkages should exist between the books of account and reports presented to the Funding Agency; certification of QPFR and financial report reconciliation.
- e. The project accounts have been prepared in accordance with the accounting principles defined in the Project Financial Manual and give a true and fair view of the financial position of the project at the end of financial and of resources and expenditures for the Financial Year ended on that date;
- f. Goods and services have been procured in accordance with the procurement procedure prescribed in the Procurement Manual as well as Bihar Finance Rules.
- g. Tax audit of the Society for the financial year 2024-25;
- h. Auditor will submit the Audit reports **in prescribed format separately for all schemes and Consolidated audit report of the Society (BRLPS)** which is applicable to the BRLPS and required by statutory authority/External agency i.e. Govt of India/multiple funding agencies for the financial year 2024-25.

8. FINANCIAL STATEMENTS

Financial Statements should include:

(A) Project / Schemes wise and Consolidated Receipts & Payments Account, Income & Expenditure Accounts and Balance Sheet of the society.

(B) Project wise Reconciliation of Claims to Total Applications of Funds.

(C) Other Statements or Schedules which may include:

- A separate list of project expenditures by Project Component/Sub-components;
- Project wise detailed list of assets created or purchased from respective project funds.

(D) Management Assertion letter: - Management should sign the project financial statements and provide a written acknowledgement of its responsibility for the preparation and fair presentation of the financial statements and an assertion that project funds have been expended in accordance with the intended purposes as reflected in the financial statements. An example of a Management Assertion Letter is shown at *Annexure I*.

9. STATEMENTS OF EXPENDITURES AND FINANCIAL MANAGEMENT REPORTS

In addition to the audit of the PFS (Project financial statement), Consolidated Financial Statement of Society, the auditor is required to audit all Interim Unaudited Financial Reports

(IUFRRs)/Quarterly Progress Financial Reports (QPFRs) for withdrawal applications made during the period under audit examination. The auditor should apply such tests as the auditor considers necessary under the circumstances to satisfy the audit objective. In particular, the expenditures have to be carefully examined for project eligibility by reference to the relevant financing/funding agreements. Where ineligible expenditures are identified as having been included in withdrawal applications and reimbursed against, these should be separately noted by the auditor.

An audit report on the project financial statements/consolidated financial statement of the Society should be prepared in accordance with the Auditing Standards promulgated by the Institute of Chartered Accountants of India. Those standards require an audit opinion to be rendered related to the financial statements taken as a whole, indicating unambiguously whether it is unqualified or qualified and, if the latter, whether it is qualified in certain respects or is adverse or a disclaimer of opinion. In addition, the audit opinion paragraph will specify whether, in the auditor's opinion,

- (1) The funds were utilized for the purposes, for which they were provided,
- (2) Expenditure shown in the PFS/CFS of the Society are eligible under the financing /funding agreement and, wherever applicable,
- (3) The IUFRRs/QPFRs/FMRS submitted during the period are supported by adequate detailed documentation maintained in the project accounting offices. An audit report of the Society under the Income Tax Act will be submitted in three copies in addition of Audit report of the Society and multiple Schemes / funds. A sample audit report wordings are shown at Annexure II for World Bank Project / Other Govt. Schemes

10. MANAGEMENT LETTER

In addition to the audit report on the project financial statements, the auditor will prepare a management letter containing recommendations for improvements in internal control and other matters coming to the attention of the auditor during the audit examination, possibly including matters such as the following:

- Observations on the accounting records, systems, and controls that were examined during the course of the audit
- Deficiencies or weaknesses in systems and controls, together with specific recommendations for improvement
- Compliance with financial covenants in the financing agreements
- Matters that might have a significant impact on the implementation of the project
- The status of recommendations from previous management letters, including any issue which remain to be addressed and any issue which recurred
- Any other matter that the auditor considers pertinent.

A sample covering letter that could be used to transmit a management letter is shown at *Annexure III*

11. PERIOD, TIMING AND SAMPLE COVERAGE OF STATUTORY AUDIT

The statutory audit will be done for financial year 2024-25. The auditors should prepare their financial proposal figures, based on the volume of work as stated below:

The audit will be carried out on a yearly basis as under.

| <u>Unit</u> | <u>No. of Units in 2024-25</u> |
|--------------|--------------------------------|
| SPMU | 1 |
| DPCUs | 38 |
| BPIUs/Blocks | 534 |
| DRDAs | 38 |

Timing: The audit would be carried out annually and the report should be provided to the SPMU latest by 30th June each year to facilitate approval and placement before the Executive Committee and submission to the Funding /Financing Agencies by 31st July each year. The auditor must submit five copies of the audited accounts and audit report to the CEO, BRLPS at State office (SPMU) in time.

Period of Appointment: The auditor will be appointed for a period of one year for the financial year 2024-25 and may be further extended for two more years. In no case, one audit firm will be appointed as statutory auditor for more than three continuous financial years.

Review of the final draft Report- Final draft report may be reviewed to assess whether auditor delivered all reports and documents specified in the contract, in the form and manner and within the time period as specified; Assess whether the reports and documents are easily understandable or not; Has the auditor satisfied the expectations of service quality, such as adequacy, applicability, effectiveness, innovativeness and impartiality; to examine whether auditors are covering the scope of work and achieving the objectives of assignment set forth in the description of service mentioned.

12. KEY PERSONNEL

The list of key personnel and whose CVs and experience would be evaluated is as follows:

| S. No | Key Professionals | Description of Services to be provided | Experience | No. of persons | Total Expected Minimum Man days |
|---------------------------------------|------------------------------|---|---|----------------|---------------------------------|
| 1 | Partner/ Audit Manager | Overall coordination, & team leadership, reporting, liaison with client | Qualified Chartered Accountant with at least 10 years experience as a partner with expertise in the area of statutory audit planning, execution and reporting. | 1 | 3 |
| 2 | Audit Team Leader | Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with heads of offices at Block /district / state units and report writing and finalization. | Qualified Chartered Accountants with at least 5 years experience in Statutory audit with ability to lead the team & expertise in the area of statutory audit planning, execution and reporting. | 4 | 86 |
| 3 | Team member | Audit of SPMU and Field level audit of DCPU, BPIU. | CA (Inter) with 2 years of experience in accounting, audit and report writing | 16 | 324 |
| Total Expected minimum Mandays | | | | | 413 |

The audit firm should provide CVs of key personnel who are expected to be engaged in audit work for evaluation purpose by BRLPS. The audit firm will ensure minimum expected man days for audit.

GENERAL

The auditor should be given access to any information relevant for the purposes of conducting the audit. This would normally include all legal documents, correspondence, and any other information associated with the project and deemed necessary by the auditor. The

information made available to the auditor should include, but not be limited to, copies of the Bank's Project Appraisal Document, the relevant Legal Agreements and copy of Guidelines, a copy of the project financial manual and devolution of power. Project will provide relevant documents, if any, required by the auditor

Annexure I

Example of a Management Assertion Letter

(Project Letterhead)

(To Auditor) (Date)

This assertion letter is provided in connection with your audit of the financial statements of the _____ Project for the year ended _____. We acknowledge our responsibility for the fair presentation of the financial statements in accordance with the cash basis of accounting followed by the Government of India, and we confirm, to the best of our knowledge and belief, the following representations made to you during your audit:

- The project financial statements are free of material misstatements, including omissions.
- Project funds have been used for the purposes for which they were provided.
- Project expenditures are eligible for financing under the Loan/Credit agreement.
- There have been no irregularities involving management or employees who have a significant role in internal control or that could have a material effect on the project financial statements.
- Procurement procedures as prescribed for the project have been followed.
- We have made available to you all books of account and supporting documentation relating to the project.
- The project has complied with the conditions of all relevant legal agreements, including the Financing Agreement, the Project Agreement, the Project Appraisal Document, and the Project Implementation Plan.

(Chief finance officer)

(State Project Director/CEO)

Annexure II

MODEL AUDIT REPORT—UNQUALIFIED OPINION (World Bank Project)

<on the letter head of the auditor>

Independent Auditor's Report

To,

<appropriate addressee e. g. the Board of Directors/Governing Body or the Project Director>

Report on the Audit of the Project Financial

Statements Opinion

We have audited the accompanying special purpose financial statements of *<full name of the project>* (the Project) financed by the International Development Association (IDA)/International Bank for Reconstruction and Development (IBRD) *<select as applicable>* under Credit/Loan IN-XXXX *<number from the signed Loan/Financing Agreement>* and implemented by *<name of the implementing agency>*¹. These financial statements comprise of the *<mention the financial statements that have been audited as per terms of reference>*², and notes to these financial statements, including a summary of significant accounting policies (collectively referred to as the "Project Financial Statements").

In our opinion, the aforesaid special purpose Project Financial Statements give a true and fair view of the *<financial position of the Project as at March 31, 20XX, in case a Statement of Financial Position is prepared>*, income and expenditure statement (where applicable), receipts and disbursements of the Project for the year ended on March 31, 20XX and the expenditure of the Project for the year ended on March 31, 20XX, in accordance with the financial reporting provisions of Section 5.09 of the General Conditions of the World Bank read with the Financing /Loan Agreement *<select as applicable>* and Project Agreement both dated *<insert date of the agreement>* described in Note XXX.

Basis for Opinion

We conducted our audit in accordance with the Standards on Auditing issued by Institute of Chartered Accountants of India (ICAI). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the implementing agency in accordance with the ICAI's Code of Ethics for undertaking this assignment, and we have fulfilled our ethical responsibilities in accordance with ICAI's Code of Ethics³. We believe

¹ In case of sub-implementing agencies, the reference to Loan/Project Agreement may be substituted with Project Financial Management Manual or Project Implementation Manual or Project Operations Manual

² For example - (i) Statement of Sources and Uses of Funds, (ii) Statement of Expenses by Project Components/Sub-Components, (iii) Statement of reconciliation of claims, and (iv) Receipts and Payments account. A statement of Financial Position may be included.

³ In case the implementing agency is a company, mention that ethical requirements of the Companies Act, 2013 have been complied, as illustrated in the Standard of Auditing 700

that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter⁴

We draw attention to Note XXX to the PFS describing the basis of accounting. The PFS is prepared to assist the <name of the implementing agency> to meet the financial reporting requirements of the Project's Loan/Financing Agreements <select as applicable> for Investment Project Financing dated _____ in respect of preparation of the Project Financial Statements in a manner to reflect the operations, resources and expenditures related to the Project. As a result, these special purpose financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of Management and those charged with Governance for the Project Financial Statements

The Management of the implementing agency is responsible for the preparation and fair presentation of the Project Financial Statements in accordance with the financial reporting framework⁵ described in Note XXX to these financial statements, and for such internal control as management determines is necessary to enable the preparation of Project Financial Statements that are free from material misstatement, whether due to fraud or error.

The Management and those charged with governance are responsible for overseeing the implementing agency's financial reporting process.

Auditor's Responsibilities for the Audit of the Project Financial Statements

Our objectives are to obtain reasonable assurance about whether the Project Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the Standards of Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Standard of Auditing, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- identify and assess the risks of material misstatement of the Project Financial Statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

⁴ The auditor may add other points on which it wishes to draw emphasis

⁵ Refer to Standard on Auditing 700 (revised), para 7(b)

- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.
- evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- evaluate the overall presentation, structure and content of the Project Financial Statements, including the disclosures and whether these financial statements present the Project's operations and underlying transactions and events in a manner that achieves fair presentation in accordance with the financial reporting provisions described in Note XXX to the Project Financial Statements.
- communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.
- provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

Other Matter

<where a separate entity report is required to be issued, this para may be inserted>
 The implementing agency **<name of the implementing agency/s>** has prepared a separate set of entity financial statements for the year ended March 31, 20xx on which we **<OR write the name of the audit firm which issued the audit report>** have issued a separate auditor's report to the Governing Body/Shareholders **<select as applicable>** dated **<date of the audit report>** and expressed an unmodified/modified **<select as applicable>** audit opinion.⁶

Report on Other Legal and Regulatory Requirements <select/modify the below as applicable per the terms of reference >

Further to our opinion on the Project Financial Statements we further report that:

- a) we have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit;
- b) in our opinion, proper books of accounts have been kept by the implementing agency for Project purposes so far as appears from our examination of those books;
- c) the Project Financial Statements dealt with by this report is in agreement with the books of accounts;
- d) the Project funds were utilized for the purposes for which they were provided;
- e) expenditures, including assets created under the Project, shown in the PFS are eligible for financing under the Project Financing Agreements;

⁶ This para may be modified in case separate audit report has been issued for the year other than the year of current audit. The auditor is also expected to consider the key qualifications made by the auditors on the entity financial statements and decide if these affect the opinion of the auditor on the Project Financial Statements.

- f) Interim Financial Reports (IFR) submitted by the Project management can be relied upon to support applications for withdrawal of the Loan, and adequate supporting documentation has been maintained to support these claims;
- g) Procurement has been carried out in line with the agreed procedures as detailed in the Operations Manual/Procurement Manual/Project Implementation Plan/Legal Agreements; and
- h) the Project has an adequate internal financial control system (including IT controls) and such controls were operating effectively as at March 31, 20XX and the Project complies with the provisions on financial management contained in the Operations Manual/ Project Implementation Plan/ Financial Management Manual, in all material aspects.

For XYZ & Co Chartered
Accountants

<Firm's Registration No. XXXX>

Signature

< name of CA signing the audit report>

<Proprietor/Partner>

(Membership No. XXXXX)

Place of Signature:

Date:

UDIN: (UDIN number to be provided for the certificate)

MODEL AUDIT REPORT—UNQUALIFIED OPINION (Othe Schemes of GoB, GoI)'

As specified by the funding agencies / as per ICAI guidelines

Annexure III

Example of a Management Letter

(Audit firm Letterhead) (Date)

To Project Management,

In connection with our audit of the financial statements of the BRLPS Project for the Year ended _____, we familiarized ourselves with Project documents, the internal guidelines and circulars applicable during the period under audit. We also reviewed the business of the Project and evaluated the accounting systems and related internal controls of the Project in order to plan and perform our audit.

This Letter to Project Management includes observations noted during the course of our audit examination in the following areas:

- Matters having a significant impact on the implementation of the Project
- Opportunities for strengthening financial management records, systems and controls, together with recommendations for improvement
- Status of maintenance of Project books and records
- Accuracy of Project financial statements
- Compliance with prescribed procurement procedures
- Status of prior audit recommendations

The matters contained in this Management Letter are intended solely for the information of Project management, for such timely consideration and action as Project management may deem appropriate. They have all been considered by us in formulating the audit opinion expressed on the project financial statements in our audit report dated _____ and they do not alter the opinion expressed in that audit report.

We wish to take this opportunity to thank Project Management for the courtesies and cooperation extended to our auditors.

Yours truly,

(Name and Title)

Annexure IV

Suggested Procurement audit check list related to Goods/Works

Once contracts for goods/works have been selected for detailed audit review the following check list / post review check list may be followed:

- 1) Date of audit.
- 2) Procurement by State/District/any other organization receiving project funds.
- 3) Description of items procured, quantity and estimated value.
- 4) Whether procedure laid down in the Manual / BFR was observed while procuring goods and works?
- 5) If not, any other, justification was available?
- 6) Whether bid was advertised/placed in public domain?
- 7) Whether sufficient time was given to bidders for preparing and submitting the bids?
- 8) Whether the bids were opened at the notified time in the presence of bidders?
- 9) Whether the bids were evaluated in terms of the provisions of the bid documents and the evaluation report was available?
- 10) Whether contract was awarded to the lowest evaluated responsive bidder fulfilling the qualification requirements indicated in the tender document?
- 11) Whether the contract was awarded within original bid validity period?
- 12) Whether the signed copy of the contract/purchase order was available?
- 13) Whether articles received/work completed in time?
- 14) Whether payment released timely to the supplier/contractor or valid reasons for delay?
- 15) Whether the assets procured are accounted for?
- 16) Whether any complaint was received regarding the procurement and was addressed?
- 17) Whether procurement related complaint handling mechanism as envisaged in the Project Implementation Plan is available?
- 18) Whether any procurement related irregularities reported in the previous audit report have been complied with?
- 19) Whether Performance Security was sought?

Procurement audit check list related to Service Contract

Once service contracts have been selected for detailed audit review the following check list may be followed:

- 1) Date of audit

- 2) Procurement by State/District/any other organization receiving project funds
- 3) Whether the Terms of Reference covering the scope of work, time schedule, out put required, etc were prepared?
- 4) Whether the Expressions of Interest were checked against advertisement and short list of service providers/consultants prepared?
- 5) Whether the Request for Proposals (RFPs) was issued to short listed service providers/consultants?
- 6) Whether sufficient time was given to service providers/consultants for preparing and submitting the proposals?
- 7) Whether the proposals were invited in two separate envelopes, one containing technical and another for financial proposals?
- 8) Whether the evaluation was done in two stages, first the evaluation of technical proposals and then opening of the financial proposals of only technically qualified service providers/consultants and reports are available thereof?
- 9) Whether the contract was awarded within the validity period of the original proposal?
- 10) Whether the signed copy of the contract was available?
- 11) Whether the services were completed within the prescribed time limit or valid reasons for delayed completion?
- 12) Whether payment was released timely to the service providers/consultants or valid reasons for delay?
- 13) In the case of single source selection, if there was justification for the purpose?
- 14) Whether any complaint was received regarding the procurement and was addressed?
- 15) Whether procurement related complaint handling mechanism as envisaged in the Project Implementation Plan is available?
- 16) Whether any procurement related irregularities reported in the previous audit report have been complied with?

Pre-bid Conference

- a. Client shall hold a pre-bid meeting with the prospective Bidders as per information given in the Fact Sheet above.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only at proc.sp@brlps.in as mentioned in the fact sheet above.
- c. The e-mail should necessarily have subject as per the following nomenclature:
"Pre-bid Query – RFP for Hiring of Statutory Auditor for FY 2024-25 - Bihar Rural Livelihoods Promotion Society (BRLPS) **{Company's Name}"
- d. The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

| S. No. | RFP document reference(s) (Section & page number) | Content of RFP requiring clarification(s) | Points of clarification |
|--------|--|--|-------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

- e. Client shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Client.

3.1.1. Pre-bid Queries and Corrigendum

- a. The BRLPS will endeavor to provide timely response to all queries. However, Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Client undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum to be published on BRLPS website
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the BRLPS website .
- d. Any such corrigendum and Pre bid query clarification shall be deemed to be incorporated into this RFP.
- e. To provide prospective Bidders reasonable time for taking the corrigendum into account, the Client may, at its discretion, extend the last date for the receipt of Proposals.

3.2. Right to Terminate the Process

- 3.2.1. Client may terminate the RFP process at any time and without assigning any reason. Client makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 3.2.2. This RFP does not constitute an offer by the Client. The Bidder's participation in this

process may result Client selecting the Bidder to engage towards execution of the subsequent agreement.

3.3. RFP document fees

- 3.3.1. The Bidder will download the RFP document(s) and price format from the BRLPS website mentioned above. The bid fee of INR 5000/- (INR Five thousand only) should be submitted in the form of Demand Draft in favor of Bihar Rural Livelihoods Promotion Society payable at Patna.**

3.4. Earnest Money Deposit (EMD)

- 3.4.1. Bidders shall submit an EMD of INR 25,000/- (INR Twenty five thousand) only in the form of Demand Draft in favor of Bihar Rural Livelihoods Promotion Society payable at Patna.**
- 3.4.2. Bidders seeking exemption from submitting EMD under MSME registration will have to furnish MSME certificate with their technical bids as per Bihar Financial Rules. Such agencies/vendors seeking exemption from EMD should submit an Undertaking on their letter head, that if they withdraw their bid during bid validity period or does not submit performance security or sign the agreement, shall be liable for legal action.**
- 3.4.3. EMD of all unsuccessful Bidders would be refunded by the Client within 2 months of the signing of agreement with the successful bidder. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.
- 3.4.4. The EMD amount is interest free and will be refundable to the unsuccessful Bidders as well as successful bidder without any accrued interest on it.
- 3.4.5. Proposals not accompanying the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 3.4.6. The EMD may be forfeited in the event of:
- A Bidder withdrawing its bid during the period of bid validity
 - A successful Bidder fails to sign the subsequent agreement in accordance with this RFP
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

3.5. Performance Bank Guarantee

- 3.5.1. Within 07 working days from the date of Letter of Invitation (LOI) from the client, the successful Bidder shall furnish the Performance Bank Guarantee (PBG) of an amount equal to 5% of its Financial Proposal by way of DD/

Performance Bank Guarantee issued by any Nationalized/ Scheduled Indian Banks for the due performance of the Assignment.

- 3.5.2. The PBG submitted will be valid for 18 months. However, in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project.
- 3.5.3. Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of the assignment.
- 3.5.4. Forfeiture of PBG: PBG shall be forfeited in the following cases:
 - When any terms and condition of the agreement is breached.
 - When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the deliverables under agreement.
 - The Resources must follow the working hours, working days and Holidays of BRLPS. However, resources shall be available on a holiday if so, required by the BRLPS. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.
- 3.5.5. Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of Lol.

3.6. Proposal Preparation

- 3.6.1. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Client to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process.
- 3.6.2. Client will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.6.3. Proposal should be accompanied by an appropriate power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal.
- 3.6.4. The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English language is to be submitted duly attested by the Bidder. For purposes of Proposal evaluation, the English translation shall govern.

3.7. Technical Proposal

- 3.7.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial bid information shall be declared non-responsive.
- 3.7.2. Consultant shall not propose alternative Experts. Only one CV shall be submitted for each Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 3.7.3. If any of the Experts become unavailable during the period of agreement (not before 03 months), the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request along with new CV. In

such case, a replacement Expert shall have equal or better qualifications and experience than those of the originally proposed Expert.

- 3.7.4. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP).

3.8. Financial Proposal

- 3.8.1. The Financial Proposal shall be prepared using the Prescribed Forms available with RFP , It shall list all costs associated with the assignment, including (a) remuneration for Experts with administrative cost.

a. Taxes

- 3.8.2. The Consultant and Experts are responsible for meeting all tax liabilities arising out of the assignment unless stated otherwise.

c. Currency of Proposal

- 3.8.3. The Consultant may express the price for its Services in the INR.

d. Currency of Payment & Payment terms

- 3.8.4. Payment under the Agreement shall be made in INR.
3.8.5. Payment shall be made after completion of audit and acceptance of Statutory audit report from BRLPS.

3.9. Venue & Deadline for Submission of Proposal

- 3.9.1. Proposals, in its complete form in all respects as specified in the RFP, must be submitted offline at BRLPS office situated at Vidyut Bhawan, Annexure II, Income Tax Golamber, Bailey Road, Patna (Bihar)-800021 before the end time.
3.9.2. Bids received in hard copy only shall be entertained.
3.9.3. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3.9.4. The Client reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities.

3.10. Visibility, Format and Numbering of the uploaded document

- 3.10.1. The bidder shall ensure that the technical document submitted must be in spiral binding.**
3.10.2. The bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no.
3.10.3. No claims shall be entertained owing to issues of traffic etc . The bidders are advised to submit the bid in advance of the deadline to avoid difficulties.

4. Evaluation and Qualification Criteria

4.1. Evaluation

4.1.1. Evaluation Process

- a. **Bihar Financial Rule and amendments published time to time will be considered for evaluation of proposal by the BRLPS.**
- b. The committee will evaluate the responses of the Bidders (Proposal Evaluation Committee).
- c. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence may lead to the Bidder's Proposal being declared non-responsive.
- d. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Proposal Evaluation Committee.
- e. The Proposal Evaluation Committee may ask for meetings/enquires through email with the Bidders to seek clarifications on their proposals.
- f. The Proposal Evaluation Committee reserves the right to reject any or all Proposals based on any deviations contained in them.
- g. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- h. The evaluation would consist of following phases:
 - **Phase I:** Evaluation of Pre-qualification Criteria.
 - **Phase II:** Evaluation of Technical Proposal (of only those bidders who qualify as per the pre-qualification criteria).
 - **Phase III:** Evaluation of Financial Proposal (of only those bidders who score at least **70% in the technical qualification criteria**)
 - **Phase IV:** Agency quoting total lowest quote as per BRLPS scope of work will be considered as successful firm.

4.1.2. Proposal Opening

- a. The Proposals submitted up to the last date and time mentioned above will be opened on the mentioned time and date by the BRLPS, in the presence of the Bidder's representatives who choose to be present at the time of opening.
- b. The representatives of the Bidders are advised to carry an identity card or a letter from the Bidding entity for attending the opening of the Proposal.

4.1.3. Proposal validity

- a. The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of the Proposal.

4.1.4. Award criteria

- a. **Bihar Financial Rule and amendments published time to time will be considered for award of agreement by the BRLPS.**
- b. The Client may award the Assignment to the successful bidder whose proposal has been determined to be substantially responsive and has **quoted total lowest price** as per the LCS process.

4.1.5. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

- a. The Client reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of assignment, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for The Client action.

4.1.6. Notification of Award

- a. Prior to the expiration of the validity period, The Client will notify the successful service provider in writing by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, The Client, may like to request the bidders to extend the validity period of the bid.
- b. The notification of award will constitute the formation of the agreement. Upon the successful bidder's furnishing of Performance Bank Guarantee, The Client will return the EMD of unsuccessful bidders.

4.1.7. Signing of Agreement

- a. After the Client notifies the successful bidder that its proposal has been accepted, The Client shall enter into an agreement, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between. The client and the successful bidder.

6.1.8 Performance Assessment

The performance of agency will be assessed periodically by the BRLPS based on the deliverables mentioned in the Terms of Reference and following points-

1. Quality of deliverable is not up to the mark as mentioned in scope of work
2. Delays in deliverables pre decided dates
3. Not engaging resources on a dedicated basis
4. Assigning resources that does not meet the client requirements

In case of any short-comings in respect of the above, penalty may be imposed by the BRLPS.

6.1.9 Failure to agree with terms and condition of RFP

- a. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the assignment to the next highest bidder on the lowest amount received in the selection process.

6.1.10 Proposal Evaluation

- a. Initial Proposal scrutiny will be held and to confirm that Proposals do not suffer from the infirmities detailed below. The proposal will be treated as non-responsive, if a Proposal is found to have been:
 - Submitted in manner not conforming with the manner specified in the RFP document
 - Submitted without appropriate EMD and Bid cost as prescribed herein
 - Received without the appropriate power of attorney

- Containing subjective/incomplete information
- Submitted without the documents requested in the checklist
- Non-compliant with any of the clauses stipulated in the RFP
- Having lesser than the prescribed validity period.
- The EMD of all non-responsive bids shall be returned to the bidders.

b. All responsive Bids will be considered for further processing as below.

- The Client will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

5. Criteria for Evaluation

5.1.1. Pre-qualification (PQ) criteria

| # | Qualifying Parameter | Eligibility Criteria |
|----|--|--|
| 1 | Empanellment | Firm must be empanelled with the Comptroller and Auditor General of India for the financial year 2024-25. Documentary Evidence: Copy of empanelment to be attached |
| 2 | Turnover | CA Firm must have an Average Annual Turnover of Rs. 100.00 Lacs during last three financial years i.e 2021-22, 2022-23 & 2023-24 Documentary Evidence: <ul style="list-style-type: none"> • Copy of audited financial statements / CA certificate should be submitted. |
| 3. | Partnership firm | Firm must be a partnership firm having atleast 05 partners with minimum 04 FCA as on 01st March, 2025 of which one FCA must have atleast 10 years' experience as a partner with expertise in the area of statutory audit planning execution and reporting. Documentary Evidence: <ul style="list-style-type: none"> • Copy of firm constitution certificate of ICAI as on 01st March 2025. |
| 4 | Firm's Specific Work Experience | The CA firm shall have adequate experience of statutory audit assignments in the social/ rural development sectors/ externally aided/ World Bank/ Govt. of India funded projects including Public Sector Undertakings / Local Bodies. Documentary Evidence: <ul style="list-style-type: none"> • Work orders/ Signed contract/ ongoing or completion certificates should be submitted. |

| | | |
|---|--|---|
| 5 | Blacklisting | CA firm has not been blacklisted/debarred or suspended or facing any major litigation with government clients/local bodies/PSU of INDIA in the last 5 years. Documentary Evidence: Notarized undertaking to this effect should be submitted. |
| 6 | The Chartered Accountant firms, who have been selected / extended for Internal Audit assignments of BRLPS for the FY 2024-25 shall not be eligible for evaluation of statutory audit assignments for the FY 2024-25. The audit firm who has conducted the statutory audit continuously three financial years ended on 31/03/2024 shall also be not eligible to apply. | |

5.1.2. Technical Qualification (TQ) criteria (Technical Score = ST)

The evaluation committee appointed by the Client will carry out the evaluation of technical proposals (of only those bids/proposal who will qualify in pre-qualification) based on the following evaluation criteria and points system. If required, specific clarifications may be asked from any or all bidder(s) at any stage. However, after the submission of the proposal by the bidder, any supplementary/clarificatory document of a date later than the date of submission of proposal shall not be accepted.

| # | Criteria, sub-criteria, and point system for the evaluation of Technical Proposals. | Maximum Marks |
|----|--|---------------|
| 1. | Specific experience of the Consultant. Experience in statutory audit of the Consultant (as a firm) relevant to the Assignment : {Notes to Consultant: The number of points [0.5 marks for each assignment subject to maximum 10 marks] to be assigned to the above shall be determined considering each work order/contract (irrespective of the number of Financial Years involved there under) as one assignment for marking purposes. Documentary evidence :- CA firm should submit Work orders/ Signed contract/ ongoing or completion certificates should be submitted in support of experience. | 10 marks |
| 2. | Adequacy and quality of the proposed methodology, and work plan Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) {Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts} (i) Technical approach and methodology 05 marks (ii) Work plan 05 marks (iii) Organization and staffing 05 marks | 15 marks |
| 3 | Average Annual Turnover (AAT) | 15 marks |

| | <p>AAT of the firm during FY 2021-22, 2022-23 & 2023-24</p> <ul style="list-style-type: none"> • AAT Rs 100 lakhs but below Rs 200 lakhs - 05 marks • AAT RS 200 lakhs but below Rs 300 lakhs – 10 marks • AAT Rs 300 lakhs and more -- 15 marks | | | | | | | | | | | | | | | | | | | |
|---|--|---------------|----------------|---------------|---|-----------------------|----------|---|--------------------|----------|---|--------------------|----------|---|--------------------|----------|---|--------------------|----------|--|
| 4 | <p>Status of CA firm as on 01st March 2025 (As per Firm constitution certificate of ICAI)</p> <ul style="list-style-type: none"> • At least 05 partner – 05 marks • 06 to 09 partner -- 10 marks • 10 or more partner – 15 marks | 15 marks | | | | | | | | | | | | | | | | | | |
| 5 | <p>Key Experts' qualifications and competence for the Assignment</p> | 45 marks | | | | | | | | | | | | | | | | | | |
| | <p>Key Experts' qualifications and competence for the Assignment: {Notes to Consultant: Each position number corresponds to the same for the Key Experts:-</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Name of Expert</th> <th>Marks Alloted</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Partner/ Audit Manage</td> <td>13 marks</td> </tr> <tr> <td>2</td> <td>Audit TeamLeader 1</td> <td>08 marks</td> </tr> <tr> <td>3</td> <td>Audit TeamLeader 2</td> <td>08 marks</td> </tr> <tr> <td>4</td> <td>Audit TeamLeader 3</td> <td>08 marks</td> </tr> <tr> <td>5</td> <td>Audit TeamLeader 4</td> <td>08 marks</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1. General qualifications 20% 2. Adequacy (Experience) for the Assignment 80% <p>NOTE: CVs of all the required manpower as per ToR is to be submitted by the the firm duly signed by the individual as well as countersigned and stamped by the firm. Evaluation of CVs will be made of only above 5 experts.</p> | Sl No | Name of Expert | Marks Alloted | 1 | Partner/ Audit Manage | 13 marks | 2 | Audit TeamLeader 1 | 08 marks | 3 | Audit TeamLeader 2 | 08 marks | 4 | Audit TeamLeader 3 | 08 marks | 5 | Audit TeamLeader 4 | 08 marks | |
| Sl No | Name of Expert | Marks Alloted | | | | | | | | | | | | | | | | | | |
| 1 | Partner/ Audit Manage | 13 marks | | | | | | | | | | | | | | | | | | |
| 2 | Audit TeamLeader 1 | 08 marks | | | | | | | | | | | | | | | | | | |
| 3 | Audit TeamLeader 2 | 08 marks | | | | | | | | | | | | | | | | | | |
| 4 | Audit TeamLeader 3 | 08 marks | | | | | | | | | | | | | | | | | | |
| 5 | Audit TeamLeader 4 | 08 marks | | | | | | | | | | | | | | | | | | |
| | Grand Total | 100 | | | | | | | | | | | | | | | | | | |
| <p>Note:- Minimum Technical qualifying marks is 70 out of 100. CA firm scoring less than 70 marks shall not be eligible for financial opening of their proposal.</p> | | | | | | | | | | | | | | | | | | | | |

Financial Bid Evaluation

- A fixed price fee to be quoted for the entire scope of work as "Hiring of statutory auditor" for Bihar Rural Livelihoods Promotion Society (BRLPS) for the FY 2024-25." **Total Prices**

quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, and shall also include all expenses incurred for the execution of the agreement such as travel expenses, transportation expenses, other expenses, office expenses, out of pocket expenses etc. along with margin. Conditional Financial Bid shall be out-rightly rejected.

- The grand total of Annual Audit Cost as quoted in price format shall be considered as the quoted value for evaluation of financial bid.
- No adjustment of the agreement price shall be made on account of any variations in cost of inflation, labour and materials or any other costs components affecting the total cost in fulfilling the obligations under the agreement. **The prices, once offered, must remain fixed during the period of agreement.**
- In this phase, the Financial Proposals of only those Bidders, who pass prequalification stage and further Technical Evaluation scoring minimum 70 % technically score under Technical Evaluation as above shall be opened .

5.2. Award of work:

- a) The bidder who has quoted total lowest rate will be invited for technical negotiation and award of work for statutory audit of BRLPS for the FY 2024-25 .

ANNEXURES

Annexure 1: Form –1 (Proposal Submission Letter)

(Should Be Scanned and Uploaded)

PROPOSAL SUBMISSION LETTER

(On the letter head)

{Location, Date}

To:

The Chief Executive Officer
Bihar Rural Livelihoods Promotion Society,
Annexe-II, 3rd floor, Vidyut Bhawan,
Bailey Road, Patna-800021
Dear Sir,

We, the undersigned, offer to provide the services under {RFP Name} to Bihar Rural Livelihoods Promotion Society (BRLPS), in accordance with your Request for Proposals vide no.

_____ (RFP No) _____ (dated).

We are hereby accordingly submitting our Proposal as per terms of this RFP.

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification.
- Our Proposal shall be valid and remain binding upon us till the bid validity period.
- We meet the eligibility requirements as stated in RFP
- In competing for (and, if the award is made to us, in executing) the Agreement, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- Except as stated in the RFP, we undertake to negotiate an agreement on the basis of the proposed Experts. We accept that the substitution of Experts for reasons other than those stated in RFP may lead to the termination of agreement negotiations.
- Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

We undertake, if our Proposal is accepted and the Agreement is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We understand that Bihar Rural Livelihoods Promotion Society is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Annexure 2: Technical Proposal – Standard Forms

(Should Be Scanned and Uploaded)

Checklist of Required Forms

| Required for Proposal (✓) | Form | Description |
|---------------------------|--------|---|
| ✓ | TECH-1 | Unit's Organization and Experience. |
| ✓ | TECH-2 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |
| ✓ | TECH-3 | Team Composition, Experts Inputs, and attached Curriculum Vitae (CV) |

Annexure 3: Form Tech – 1 (Organization Details)

Project Management Unit's Organization and Experience

Form TECH-1: A brief description of the CA firm and an outline of the recent experience of the CA firm that is most relevant to the assignment. The outline should indicate the names of the CA firm.

Experts who participated, the duration of the assignment, the agreement amount, and the Project Management Unit's role/involvement

A. Organization

- Provide here a brief description of the background and organization of your company/firm.
- Include organizational chart, a list of Board of Directors, and beneficial ownership.

B. Experience

List only previous similar assignments successfully completed/ on-going as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows: -

| Duration | Assignment name/& Brief description of main deliverables / outputs | Name of Client & Address | Approx. Contract value (in Rs equivalent) / Amount paid to your firm | Role on the Assignment |
|----------|--|--------------------------|--|------------------------|
| | | | | |

Annexure 4: Form Tech –2 (A&M)

Description of Approach, Methodology and Work Plan

Form TECH-2: a description of the approach, methodology, and work plan for performing the assignment.

Suggested structure of your Technical Proposal: -

- **Technical Approach and Methodology:** Please explain your understanding of the objectives of the assignment, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed experts named in the bid, the approach for engaging as CA firm.
- **Work Plan:** Please outline the plan for the implementation of the main activities/tasks of the assignment, including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.
- **Organization:** Please describe the structure and composition of your team, including the list of the Experts –Clearly reflecting the experts committed right from the start date.

Annexure 5: Form Tech –3 (CV Template)

{A brief description of the team composition and roles and responsibilities needs to be provided in addition to the CV}

| | | | | | |
|--|---|--|--|------------------------------|-----------|
| <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p>Photo</p> <p>{Add Photo – Delete this text}</p> | Name | {Full Official Name} | | | |
| | Proposed Position: | {The proposed designation} | | | |
| | Date of Birth | {Please use the following format only: 28 th August 1978} | | | |
| | Education: | Degree(s)/ Diploma(s) | Institution | Year | |
| | | | | From | To |
| | {Degree name with specialization (if any)} | {Name of institution, Name of city where institution is situated} | {YYYY} | {YYYY} | |
| | {Add/ Delete rows if needed} | | | | |
| Employment Record | Total Experience: {Total Work Experience in Years and Months, e.g., 10 years and 6 months} | | | | |
| | From | To | Company | Position Held | |
| | {MM, YYYY} | {MM, YYYY} | {Company Name, Name of city where you were posted} | {Designation in the company} | |
| | {Add/ Delete rows if needed} | | | | |
| Brief Profile | {Enter data here} | | | | |
| Countries of Work Experience | {Name of the country} | | | | |
| Languages | Language | Speaking | Reading | Writing | |
| | {Name of Language, e.g., English, Hindi etc.} | {Yes/ No} | {Yes/ No} | {Yes/ No} | |
| | {Add/ Delete rows if needed} | | | | |
| Work Undertaken that Best Illustrates Capability to Handle the Task Assigned {Add assignments and rows as per the text} | | | | | |

Project/ Assignment: {Name of the project/ Assignment}
Month and Year (Start and end): {E.g. September2019 – August 2020}
Location: {Name of the city, Name of the state}
Client: {Name of the Client}
Position held: {Position/ Designation as per the assignment}
Activities:

- {Mentions activities for which you were responsible in the project and “highlight” the key words that relates to the job description for your proposed position}
- {Add more sections if needed}

Project/ Assignment: {Name of the project/ Assignment}
Month and Year (Start and end):{E.g. September2019 – August 2020}
Location: {Name of the city, Name of the state}
Client: {Name of the Client}
Position held: {Position/ Designation as per the assignment}
Activities:

- {Mentions activities for which you were responsible in the project and “highlight” the key words that relates to the job description for your proposed position}
- {Add more sections if needed}

Project/ Assignment: {Name of the project/ Assignment}
Month and Year (Start and end): {E.g. September2019 – August 2020}
Location: {Name of the city, Name of the state}
Client: {Name of the Client}
Position held: {Position/ Designation as per the assignment}
Activities:

- {Mentions activities for which you were responsible in the project and “highlight” the key words that relates to the job description for your proposed position}
- {Add more sections if needed}

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful described herein may lead to my disqualification or dismissal, if engaged

{Name of Candidate} Date: DD-MM-YYYY

Signature and name of expert

Countersigned by the Consultant (Bidder)

Signature, seal of the Consultant (Bidder)

Annexure 6: Form (Financial Bid Format – Price Format)

Summary of Annual Costs (This is for reference only, not to be scanned and uploaded)

Form-2 will have to submitted in format only and failure to comply the same will result in rejection of Proposal.

| | | | | | | |
|---|---|--|--|------------|---|----------------------|
| To, Chief Executive Officer Cum Mission Director, Bihar Rural Livelihoods Promotion Society, Annexure II , Vidyut Bhawan, Bailey Road (Nehru Path), Patna (Bihar). | | | | | | |
| Serial Number | Currency in INR | | | RFB No | BRLPS/Proc/228/19 | |
| | | | | Date | 19-03-25 | |
| | Description | Description | Lump Sum rate for the entire assignment in INR | GST in INR | Total Quoted Amount for the entire assignment in INR | Total Price in words |
| | A | B | C | E=B +C | | |
| 1 | CA Firm for Statutory audit for BRLPS for the FY 2024-25 | As per attached Terms of Reference with the RFP | | | | |
| Note:- In case of discrepancy in amount , amount quoted in words shall be considered. | | | | | | |
| Name of Bidder:- | | | | | | |
| Address:- | | | | | | |
| Date:- | | | | | | |

Annexure 7: Form (Information and Dates)

Important Information and Details

| # | Particulars | Details |
|----|---|--|
| 1 | Name of the CA Firm | |
| 2 | Name and Designation of the Contact Person | |
| 3 | Address and Contact Details (E-Mail and Mobile No.) of the Contact Person | |
| 4 | Corporate website URL, if any | |
| 5 | Legal Status | |
| 6 | Address of Head Office: | |
| 7 | Incorporation/Registration status of the Bidder | Submit Incorporation Certificate <i>PageNo.at which enclosed:_____</i> |
| 8 | Date of Incorporation/Registration | |
| 9 | Power of Attorney/Board Resolution in the name of the Authorized signatory | <i>PageNo.at which enclosed:_____</i> |
| 10 | Turnover in the last 3 Financial Years in India: | FY2021-22: _____/- FY2022-23: _____/- FY2023-24: _____/- Submit a CA Certificate / Audited financial statements stating the above figures <i>Page No. in which CA Certificate has been enclosed: _____</i> |
| 11 | PAN Number | <i>Page No.at which enclosed:_____</i> |
| 12 | GSTIN Number | <i>Page No.at which enclosed:_____</i> |
| 13 | An notarized undertaking stating that the firm has not been blacklisted by any Central/ State Government/Public Sector/Local Bodies as on the date of RFP | <i>Page No. at which Affidavit has been enclosed:_____</i> |
| 14 | One Copy of the whole of the RFP document (With Corrigendum, if any) with each page signed and stamped. | <i>Page No.at which enclosed:-----</i> |

Annexure 9: Form (Power of Attorney)

(Power of Attorney of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by the present that We..... (name of the enterprise and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms.....(name)son/daughter/wife of..... And presently residing at..... who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for the RFP Reference No. Dated.....

The attorney is fully authorized for providing information/ responses to the tendering Client, representing us in all matters before the tendering Client including negotiations with the tendering Client, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our RFP, and generally dealing with the tendering Client in all matters in connection with or relating to or arising out of our RFP for the said tender.

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

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

For.....;
{Signature, name, designation and address}

Accepted
.....

(Signature)
(Name, Title and Address of the Attorney)

Witnesses: 1. _____
2. _____