

**National Mission for Clean Ganga**  
(Ministry of Jal Shakti)  
(Department of Water Resources, River Development & Ganga Rejuvenation)  
1st Floor, Major Dhyan Chand National Stadium  
India Gate, New Delhi-110002  
Telephone: +91-11-23072900-01; Fax: +91-11-23049567  
Website: [www.nmcg.nic.in](http://www.nmcg.nic.in)

**Request for Proposal**  
**for**  
**Appointment of Internal Auditor for National Mission for Clean Ganga (NMCG) for**  
**three (3) Financial Years i.e., F.Y.2021-22 to 2023-24**  
  
(e-Procurement)

**RFP No. : G-25014/1/2020-BUDGET NMCG (Part 1)**  
**Issued on : September 21, 2021**

**Table of Contents**

<b>S. No.</b>	<b>Contents</b>	<b>Page</b>
1.	Notice Inviting Tender (NIT)	3
2.	Instructions to Bidders	4
3.	Eligibility Criteria	9
4.	Scope of work, Coverage & Methodology of Internal Audit, Timelines & Deliverables and Payment Milestones	11
<b>Forms – Technical Proposal</b>		
5.	Annexure-I : Form of Technical Bid Submission Letter	16
6.	Annexure-II : Bidder's Authorization Certificate	17
7.	Annexure-III : Performa for Affidavit	18
8.	Annexure-IV : Information on Bidder's Organization	19
9.	Annexure-V : Form of Bid Security Declaration	20
10.	Annexure-VI : Similar Nature of Work Experience/ Contracts	21
11.	Annexure-VII : Financial Information of Bidder's Organization	22
12.	Annexure-VIII : Format of Pre-proposal Query	23
13.	Annexure-IX : Format of Performance Bank Guarantee	24
14.	Annexure-X : Form of Contract	26
<b>Forms – Financial Proposal</b>		
15.	Annexure- XI : Form of Financial Bid	42

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Department of Water Resources, River Development & Ganga Rejuvenation)

1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002

**RFP No.: G-25014/1/2020-BUDGET NMCG (Part 1)**

**Dated: 21.09.2021**

**I. NOTICE INVITING TENDER (NIT)**

National Mission for Clean Ganga is the planning, financing, monitoring and coordinating body for implementation of “Namami Gange Programme”. NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management.

NMCG invites Bids under two bid system i.e. Technical Bid and Financial Bid through e-procurement via CPPP (<https://eprocure.gov.in/eprocure/app>) from experienced Chartered Accountant Firms for Internal Audit of National Mission for Clean Ganga (NMCG) for 3 years i.e., for F.Y.2021-22, F.Y.2022-23 and F.Y.2023-24. The contract may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

Last date for uploading the proposal is **12.10.2021 up-to 15:00 Hrs.** NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Director General  
National Mission for Clean Ganga**

## II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and uploading of bid/ submission of required documents and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.
4. **Preparation of Bids**
  - 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in the matters of interpretation.
  - 4.2 **Form of Bid**

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached/ uploaded.
  - 4.3 **Currencies of Bid and Payment**

The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
5. **Clarifications by Bidders**
  - 5.1 Bidders requiring any clarification on the RFP may submit their queries to the NMCG through e-procurement portal before the date mentioned in the Schedule of Selection Process at Clause 16.
  - 5.2 The NMCG shall endeavour to respond to the queries within the period specified therein but not later than the date specified in the clause 16. The NMCG will post the reply to all such queries on the e-procurement portal and without identifying the source of queries. NMCG shall not be held responsible in any manner if prospective Bidders miss any notifications placed on e-procurement Portal.
  - 5.3 The NMCG reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 5 shall be construed as obliging the NMCG to respond to any question or to provide any clarification.
6. **Communications**

Communications, including the envelopes (if any) must contain "**Tender for appointment of Chartered Accountant Firm for undertaking Internal Audit of NMCG for 3 years i.e., for F.Y.2021-22 to 2023-24**" contain the following information, to be marked at the top in bold letters:

Procurement Wing,  
National Mission for Clean Ganga,  
1st Floor, Major Dhyan Chand National Stadium  
India Gate, New Delhi-110002  
Tel: 011- 23072900 || Ext: 438  
E: [jitender@nmcg.nic.in](mailto:jitender@nmcg.nic.in)

## 7. Pre-Proposal Meeting

- 7.1 The Pre-Bid Conference will be conducted virtually on the date and time specified in Clause 16. The advisory along with details of meeting link will be uploaded prior to the meeting schedule.
- 7.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions, if any, to the tender requirements.
- 7.3 Bidders may note that NMCG may not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 7.4 In case of any change in the schedule of Pre-Proposal Meeting, the same will be communicated to Bidders through posting on the NMCG's website i.e., [www.nmcg.nic.in](http://www.nmcg.nic.in) and <https://eprocure.gov.in/cppp/> .
- 7.5 No interpretation, revision, or other communication from NMCG regarding this solicitation is valid unless in writing. NMCG may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.

## 8. Format and Signing of Bid

- 8.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 8.2 The Bidders shall upload the Proposal with all pages numbered serially and by giving an index of submissions.
- 8.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

## 9. Self-Declaration in place of Earnest Money Deposit (EMD)

- 9.1 The bidder shall upload the Self-Declaration (format attached as **Annexure V**) duly signed and stamped by Authorized signatory.
- 9.2 Any tender not accompanied by said declaration shall be rejected.

## 10. Submission of Bids

- 10.1 The Bidders shall upload the electronic copy of the Proposal (with all pages numbered serially and by giving an index of submissions) through e-procurement portal after digitally signing of all the documents.
- 10.2 The Bidder shall upload the Technical Proposal and the Financial Proposal separately by using the appropriate sections on e-procurement portal.
- 10.3 The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

## 11. Opening and Evaluation of Technical Bid

- 11.1 The electronic "Technical Proposals" shall be opened first, through e-procurement portal on the date and time specified in clause 16. The "Financial Proposals" shall remain unopened in the e-procurement portal, until the subsequent public opening following the evaluation of the Technical Proposals.
- 11.2 The Technical Proposal of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, NMCG reserves the right to seek clarification/ documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.
- 11.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (St).
- 11.4 Bidders ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such Bidders is less than two, the NMCG may, in its sole discretion, shortlist the Bidder(s) whose technical score is less than 70 (seventy) points even if such Bidder(s) do(es) not qualify in terms of Clause 11.3; provided that in such an event, the total number of short-listed Bidders shall not exceed two.

## 12. Opening and Evaluation of Financial Bid

- 12.1 A date and time will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals via portal.
- 12.2 The selection of the bidder shall be based on QCBS method in which weightage of Technical score shall be 60% and weightage of Financial score shall be 40%.
- 12.3 The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:  
$$Sf = 100 \times Fm/F$$
  
(F = amount of Financial Proposal)
- 12.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:  
 **$S = St \times 60\% + Sf \times 40\%$ .**

- 12.5 The Bidder having the highest combined score shall be the successful Bidder.
- 12.6 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, NMCG reserves the right to,
- (a) invite the second ranked bidder and negotiate upon the following scenario, or
  - (b) take any such measure as may be deemed fit in the sole discretion of NMCG, including annulment of the Bidding Process.
- 12.7 The quoted price shall be firmed and fixed for the entire duration of the contract period.
- 12.8 Arithmetic errors if any will be rectified on the following basis: if there is a discrepancy between the milestone price and the total price obtained by multiplying by the milestone price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words shall prevail. If the Bidder does not accept the correction of the errors, their bid will be treated as non-responsive and it is liable for rejection.
- 13. Right to accept any Bid and to reject any or all Bids**
- 13.1 NMCG is not bound to accept the least cost based bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 13.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.
- 13.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.
- 14. Award of Contract**
- 14.1 NMCG will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
- 14.2 NMCG will communicate the Successful Bidder by email confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of within 25 days from the date of issue of Letter of Award.
- 14.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

**15. Performance Security**

15.1 The Successful Bidder shall be required to furnish a Performance Security within 15 working days from the date of notification of award for an amount equal to 3% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favour of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.

**16. Schedule of Bidding Process**

NMCG would endeavour to adhere to the following schedule:

#	Activity Description	Date
1.	RFP Publish date	21.09.2021
2.	RFP Download start date	21.09.2021
3.	Clarification start date and time	21.09.2021 1130 Hrs
4.	Clarification end date and time	28.09.2021 at 1800 Hrs
5.	Pre-Bid Conference by Virtual Meeting Platform	30.09.2021 at 1500 Hrs.
6.	Response to Queries by O/o NMCG	06.10.2021
7.	Last Date & Time for submission of Bids	12.10.2021 up-to 1500 Hrs.
8.	Opening of Technical Bids	12.10.2021 at 1600 Hrs.
9.	Date for Opening of Financial Bids	To be notified later



### III. ELIGIBILITY CRITERIA & MARKING EVALUATION

#### A. ELIGIBILITY CRITERIA

1. The Firm must be registered with The Institute of Chartered Accountants of India and also, must be empaneled with the office of Comptroller & Auditor General of India (CAG). Copy of documentary evidence with regard to the registration with ICAI and empanelment order (last order of empanelment) issued by C&AG to be submitted.
2. The firm should have been in operation for minimum ten (10) years. In this regard, copy of Registration Certificate of firm/ relevant documentary evidence is to be submitted.
3. The CA firm should have their Head Office in National Capital Region. Relevant documentary proof must be submitted.
4. The firm should have undertaken and completed at least ten (10) assignments regarding Internal Audits during previous three (03) years (i.e., F.Y. 2017-18, 2018-19 and 2019-20) of Central Autonomous bodies / Public Sector Undertakings. In this regard, copy of Completion Certificate/ Performance Certificate/ relevant proof such as copy of invoices raised on completion of milestone(s) / assignments and proof of receipt of payment towards the same are to be submitted.

*Note: More than one (1) consecutive year's continuous assignment with the same entity would be considered as one (1) assignment;*

5. The firm should have annual turnover of Rs.50 lakhs or more in each of the previous three years (i.e., F.Y. 2017-18, 2018-19 and 2019-20). Copy of CA Certificate/ audited balance sheet and profit and loss account for these financial years to be submitted.
6. The firm or any partner of the firm should not be black listed by any Government Department(s), C&AG, PSU or any other government undertaking in respect of any assignment or behavior. In this regard, Affidavit to be submitted and the format is being enclosed at **Annexure III**.
7. Bidder should be registered with Income Tax and Goods & Service Tax departments (if applicable). Relevant documentary proof must be submitted.
8. Bidders getting 70% or more in the technical evaluation will be considered for opening of financial bid.

#### B. MARKING EVALUATION:

S. No.	Particulars	Maximum Marks	Marks
1	Relevant Experience of the bidding firms	30	
	>10 to 15 years		20
	>15 to 20 years		25
	>20 years		30

2	Internal Audit Experience with a similar Authority or Government Society/ Centrally Funded Institution/ PSU / Central Autonomous Bodies in last three years	40	
	11-12		12
	13-15		20
	>15		40
3	Number of full time partners / qualified senior professionals in employment and their experience, Lead Partner for the assignment	20	
	5-10		10
	11-15		15
	>15		20
4	Annual Turnover of the Firm	10	
	>Rs.50.00 Lakh to Rs.1.00 crore		5
	>Rs.1.00 crore		10

#### **IV Scope of Work, Coverage & Methodology of Internal Audit, Timelines & Deliverables and Payment Milestones**

**1. Scope of work:** The successful bidder shall provide the following services:

- i. Conducting Internal Audit of National Mission for Clean Ganga (NMCG) for three years, viz. FY2021-22, FY2022-23 & FY2023-24 in accordance with the accounting principles generally accepted in India, including the accounting standards prescribed by the Institute of Chartered Accountants of India and notified by Government of India.
- ii. Expressing an opinion on whether the financial statements of NMCG are prepared, in all material respects, in accordance with the applicable financial reporting standards and frameworks and whether NMCG has maintained proper books of accounts
- iii. Reviewing and evaluating the internal control and risk management system of NMCG and advising the management on adequacy / effectiveness of the system, and advising on actions to be taken for its improvement.
- iv. Reviewing adequacy of Information Systems of NMCG and related infrastructure.
- v. Providing any other value-addition services consistent with the audit of NMCG.

**2. Coverage and Methodology of Internal Audit:**

**i. Coverage**

Internal audit should play a role in assisting the management in bringing a systematic, disciplined approach to evaluate and improve the effectiveness of the internal control system. The Internal Audit will include such tests and controls which the firm considers necessary under the circumstances. In conducting the Internal Audit, special attention should be paid to assessing whether adequate controls have been established with a view to ensure that:

- (a) All project funds have been used in accordance with the conditions of the relevant legal agreements and for the purposes for which the financing was provided;
- (b) Project assets are adequately safeguarded and used solely for their intended purposes;
- (c) All necessary supporting documents, records, and accounts have been kept in respect of all project transactions; including expenditures reported in the Interim Unaudited Financial Reports.
- (d) Procurements for the projects have been done in accordance with the agreed Procurement procedures.
- (e) An assessment of the effectiveness and compliance with the financial controls laid down in the financial management and procurement manuals. Whether funds have been used with due regard to economy, efficiency and

effectiveness.

- (f) Whether realistic annual work plans and procurement plans are prepared and expenditures are incurred as per approved plans and variances if any are monitored, analyzed and the learning used for preparing plans for subsequent years.
- (g) Timeliness of flow of funds to the spending units.
- (h) Whether the selection criteria as laid down in the Financial Management Manual have been adhered to and complied with in selection of Executing Agencies.
- (i) Whether contract payments have been made as per the terms of the contract. In doing so the auditors should consider the reports of the technical supervision consultants.
- (j) Whether an appropriate system of accounting and financial reporting exists by which expenditures are properly recorded and eligible expenditures are claimed from the World Bank in a timely manner. Whether adequate supporting documentation is being maintained for all project expenditures.
- (k) That an adequate system is in place to ensure that goods, works and services are being procured in accordance with relevant financing agreements and procurement manual.
- (l) Whether there is an appropriate contract management system commensurate to the size and nature of projects being executed. Similarly, whether there is an appropriate contract management system commensurate with the size and number of contracts managed by NMCG. Whether payments are being made to contractors /suppliers/ consultants within the time limits stipulated in the contract documents.
- (m) Whether appropriate controls as laid down in the financial management / procurement manual have been complied with for variation in contracts.
- (n) Whether bank balances are reconciled with the books of the NMCG.
- (o) Anything else that the auditor considers pertinent.

**ii. Methodology:**

The Internal Auditor shall ensure the following:

- (a) Internal Audit (IA) shall be carried out under the direct supervision of one of the partners *i. e.* at least one partner from the firm should personally visit the Office NMCG for IA.
- (b) The auditor shall give prior intimation of dates of audit to the Executive Director (Finance) of NMCG or any other officer authorized by him on that behalf.
- (c) The auditor shall have a meeting with the Executive Director (Finance) or

any other officer authorized by him on that behalf before commencing the audit process and finalize the audit plan and schedule of audit.

- (d) The auditor should have a final meeting with Executive Director (Finance) before closing the audit and discuss the audit observations with him.
- (e) The Internal Audit will cover expenditure under the four budget heads of the Namami Gange Programme. The budget estimates for FY 2021-22 are as follows: - EAP Program Rs.850 crore and Rs.600 crore under National Ganga Plan. Major part of this expenditure will be incurred through the five State Program Management Groups. Expenditure during each subsequent year under these programs is expected to be of comparable order.
- (f) The Internal Auditor shall work in a friendly manner and as a guide to develop and motivate the staff of NMCG as it shall be an important support in the hands of the management in strengthening internal controls. The Auditor may seek required information and explanations from the concerned staff for the accomplishment of his / her task. The Internal Auditor shall have requisite access to Unit Heads. The Auditor shall lay emphasis on compliance of all rules, regulations, policies, procedures, accounting standards, manuals, statutory obligations etc. The Internal Audit will *interalia* cover the following operational activities of NMCG:
  - (i) Vouching.
  - (ii) Audit of transactions which involves examination of supporting documents to ensure that funds are spent for the purpose of the program with appropriate financial concurrence and approval from the Competent Authority.
  - (iii) Checking of expenditures incurred with reference to the laid down rules & procedures, delegation of powers and budgetary provisions. Whether realistic annual work plans and procurement plans are prepared and expenditures are incurred as per approved plans and variances if any are monitored, analyzed and the learning used for preparing plans for subsequent years.
  - (iv) Checking of calculations and payments of statutory dues and all tax related matters as applicable to NMCG from time to time
  - (v) To check annual financial statements *i. e.* Balance Sheet and Receipt & Payments Accounts with reference to accounting standards and verifying whether the records have been properly maintained so as to safeguard the assets of NMCG
  - (vi) Insurance of all assets
  - (vii) To see whether the stocks / assets acquired / purchased are in quantities required for the smooth operation of NMCG
  - (viii) To check whether physical verification of assets / stocks has been carried out at the close of financial year and variations, if any, have been accounted for and recorded properly

- (ix) To check the bank reconciliation statements
- (x) To check whether the surplus funds of NMCG are judiciously invested to get the maximum possible return.
- (xi) To check the cash book to ascertain whether cash in hand has been independently verified at regular intervals.
- (xii) To check the listing of contingent liabilities, if any, in the notes to Balance Sheet
- (xiii) To check the calculations of salary and reimbursement bills of staff to ascertain the legitimacy of payments and deductions thereof.
- (xiv) To review compliance with laid down policies and procedures in respect of calling of tenders, related approvals, budgetary provisions made etc.
- (xv) To verify whether the procurements have been made after completion of all formalities prescribed by NMCG and whether approvals of competent authorities have been obtained. Whether the instructions contained in the Procurement Manual have been followed. Deviations from the Procurement Manual, cases of undue favor and irregular procurement may specifically be reported.
- (xvi) To check whether the stationery & stocks have duly been accounted for as per accounting standards and whether records have been properly maintained to ensure safeguard of such stocks of NMCG.
- (xvii) To verify whether the funds have been unnecessarily blocked due to procurements in excess of requirement.
- (xviii) To ensure that the TDS has been deducted at applicable rates and deposited with Income Tax Authorities within the prescribed periods. Further, to verify whether TDS returns have been submitted in time to the Income Tax Authorities.
- (xix) To suggest modifications to the delegation of powers, if shortcomings are noticed during audit.
- (xx) To verify whether GST has been properly charged, wherever applicable, and whether proper returns have been filed with the Authorities.
- (xxi) Whether procedures laid down in the Financial Management Manual have been strictly followed and whether the financial reports have been correctly prepared and submitted within the deadlines prescribed by the World Bank and the GOI. The auditor should review whether the financial reports submitted to the

World Bank are in consonance with the books of accounts / expenditure reports received from States.

- 3. Timelines of Deliverables:** The firm will have to start and complete the assigned work with regard to Internal Audit of NMCG as per time schedule laid down by the O/o National Mission for Clean Ganga.
- 4. Payment Milestone:** The payment shall be made after every year (from F.Y.2021-22 to F.Y.2023-24) on completion of Internal Audit and submission of Internal Audit Report at O/o NMCG.

**Annexure-I**

**Tender Submission Letter**

Date: \_\_\_\_\_

To  
The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110002

**Sub: RFP for appointment of Chartered Accountant Firm for undertaking Internal Audit of NMCG for 3 years i.e., for F.Y.2021-22 to F.Y.2023-24 – reg.**

**Ref: G-25014/1/2020-BUDGET NMCG (Part 1)**

Dear Sir,

I/ We, the undersigned offer to provide service regarding subject matter and hereby submitting our bid. I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid with the details as per the requirements of the RFP, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of RFP document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this RFP document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (g) We agree to keep this bid valid for acceptance for a period of **one hundred twenty (120) days** from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

Authorized Signatory  
(With Name, Designation, Contact no. and Seal)

*Note:  
On the Letter head of the Bidder*



**Annexure-II**

**Bidder's Authorization Certificate**

To

The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110002

**Sub: RFP for appointment of Chartered Accountant Firm for undertaking Internal Audit of NMCG for 3 years i.e., for F.Y.2021-22 to F.Y.2023-24 – reg.**

**Ref: G-25014/1/2020-BUDGET NMCG (Part 1)**

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with tender No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorized Signatory:

Verified Signature:

Seal of the Organization:

Date:

Place:

Note: Please attach the valid power of attorney in favor of person signing this authorization letter.

**Annexure-III**

**Performa for Affidavit  
(on non-judicial stamp paper of Rs.100/-)**

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s \_\_\_\_\_ do hereby solemnly affirm that our firm M/s \_\_\_\_\_ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

.....  
Name of the Bidder

.....  
Signature of the Authorized Signatory

.....  
Name of the Authorized Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure-IV**

**Information on Bidder's Organization**

#	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure V**

**Form of Bid-Securing Declaration**

Date: \_\_\_\_\_  
Tender Reference No.: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Proposals in any contract with the Employer for the period of time of 6 (six) months from the date of notification, if we are in breach of our obligation(s) under the Bid conditions, because we:

- a) have submitted a non-responsive proposal; or
- a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required or (ii) fail or refuse to furnish the Performance Security in accordance with the Bid conditions.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*\*Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.*

**Annexure-VI**

**Completed Similar Nature of assignments during F.Y.2017-18, 2018-19 and 2019-20 with Central Autonomous Bodies (CAB) / Public Sector Undertakings (PSUs) etc.**

S. No.	Description of Project / Scope of the work	Name of the Client	Location of the work	Value of the Project	Financial Year
1.					
2.					
3.					
...					

Supporting/ Relevant documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

.....  
Name of the Bidder

Signature of the authorized signatory: \_\_\_\_\_

Name of the Authorised Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure-VII**

**Financial Information of Bidder's Organization**

*(In Rupees)*

S. No.	Parameters	F.Y. 2017-18	F.Y. 2018-19	F.Y. 2019-20
1	Annual Turnover			

Note:

The firm should have annual turnover of Rs.50.00 Lakh in each of the last three financial years. Copy of audited balance sheet and profit and loss account for the last three financial years must be submitted along with summary as cover page on bidder's letter head.

.....  
Name of the Bidder

.....  
Signature of the Authorised Signatory

.....  
Name of the Authorised Signatory

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure-VIII**

**Format of Pre-Proposal Queries**

To  
The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110002

Date: .....

**Sub: RFP for appointment of Chartered Accountant Firm for undertaking Internal Audit of NMCG for 3 years i.e., for F.Y.2021-22 to F.Y.2023-24 – reg.**

**Ref: G-25014/1/2020-BUDGET NMCG (Part 1)**

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP:

<b>S. No.</b>	<b>Clause No. and Page reference</b>	<b>RFP text</b>	<b>Query</b>
1			
2			
...			

Yours faithfully,

Authorized Signatory  
(with Name, Designation, Contact no. and Seal)

*Note:  
On the Letter head of the Bidder*

**Annexure-IX**

**Form of Performance Security**

To  
National Mission for Clean Ganga  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110002

WHEREAS \_\_\_\_\_ [*Name and address of Chartered Accountant Firm*]  
(hereinafter called the "Vendor") has undertaken, in pursuance of Letter of Award/Contract  
No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set  
forth in this Contract \_\_\_\_\_ [*Name of contract and brief description of works*]  
(hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the CA Firm shall  
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as  
security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the CA Firm such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf  
of the CA Firm up to a total of \_\_\_\_\_ [*amount of Guarantee*] \_\_\_\_\_ [*in  
words*], such sum being payable in the types and proportions of currencies in which the  
Contract Price is payable, and we undertake to pay you, upon your first written demand and  
without cavil or argument, any sum or sums within the limits of \_\_\_\_\_  
[*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or  
reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the CA Firm before  
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract  
or of the services to be performed there under or of any of the Contract documents which may  
be made between you and the CA Firm shall in any way release us from any liability under  
this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the  
constitution of the CA Firm or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from  
whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall  
be made available on demand. In the contingency of this guarantee being invoked and  
payment there under claimed, the said branch shall accept such invocation letter and make  
payment of amounts so demanded under the said invocation."



Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- B. This bank guarantee shall be valid up-to \_\_\_\_\_.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

Signature and Seal of the Guarantor \_\_\_\_\_

In presence of

Name and Designation

1. \_\_\_\_\_  
(Name, Signature & Occupation)

Name of the Bank

Address

2. \_\_\_\_\_  
(Name & Occupation)

Date

**Annexure X**

**DRAFT FORM OF CONTRACT**

**I. CONTRACT**

**THIS CONTRACT** (hereinafter called the “Contract” is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ between

**National Mission for Clean Ganga (NMCG)**, a society registered under the Societies Registration Act 1860, having its office at 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called “NMCG” which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part.

And

{Name of the Chartered Accountants Firm} having its office at \_\_\_\_\_ (hereinafter called the “CA Firm” which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part

Whereas

- a) the CA Firm, having represented to the “NMCG” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP No.\_\_\_\_\_ dated \_\_\_\_\_ issued by the NMCG;
- b) the “NMCG” has accepted the offer of the CA firm to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) The following Appendices (*to be completed at the time of contract signing*):
    - Appendix A: Letter of Award (LoA)
    - Appendix B: Financial Quote submitted by the firm
    - Appendix C: Performance Bank Guarantee (PBG)
2. The mutual rights and obligations of the “NMCG” and the CA Firm shall be as set forth in the Contract, in particular:
  - a) the CA Firm shall carry out and complete the Services in accordance with the provisions of the Contract; and

- b) the "NMCG" shall make payments to the CA Firm in accordance with the provisions of the Contract.

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

All other terms and conditions of the RFP, bid document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of  
**National Mission for Clean Ganga**

For and on behalf of  
{*Chartered Accountants Firm*}

.....  
.....

.....  
.....

## II. General Terms and Conditions

### 1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "CA Firm" means any professional/ firm that will undertake the activities pertaining to Internal Audit of NMCG under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India.
- (h) "Party" means the "NMCG" or the "CA Firm", as the case may be, and "Parties" means both of them.
- (i) "Personnel" means professionals and support staff provided by the CA Firm or by any Sub-Contractor of CA Firm and assigned to perform the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) "Services" means the work to be performed by the CA Firm pursuant to this Contract, as described in Appendix A hereto.
- (l) "Third Party" means any person or entity other than the "NMCG", or the CA Firm.
- (m) "In writing" means communicated in written form with proof of receipt.

### 1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the NMCG and the CA Firm. The CA Firm, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 1.3. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

**1.4. Subletting:**

The CA Firm shall not sublet, transfer or assign this contract or any part thereof without the prior written consent/approval of the NMCG. In the event of the CA Firm contravening this condition, the contract is liable to be terminated and NMCG will be free to get the balance work or services under the contract executed at the risk and cost of the CA Firm. The CA Firm shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out of such replacing of the Contract and/or personnel engaged by the CA Firm.

**1.5. Headings:**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6. Notices:**

1.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.7. Taxes and Duties:**

The CA Firm shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.8. Fraud and Corruption:**

1.8.1. Definitions: It is the NMCG's policy to require that NMCGs as well as CA Firm observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the NMCG defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more CA Firms, with or without the knowledge of the NMCG, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

**1.8.2. Measures to be taken by the NMCG**

(a) The NMCG may terminate the contract if it determines at any time that representatives of the CA Firm were engaged in corrupt, fraudulent, collusive or

coercive practices during the selection process or the execution of that contract, without the CA Firm having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

- (b) The NMCG may also sanction against the CA Firm, including declaring the CA Firm ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the CA Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NMCG- financed contract;

## **2. COMMENCEMENT, SCOPE OF WORK, COVERAGE, METHODOLOGY, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1. Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the NMCG’s notice to the CA Firm instructing the CA Firm to begin carrying out the Services. This notice shall confirm that conditions as stipulated in clause 2 of the SC.

### **2.2. Commencement of Services and Scope of Work**

The successful firm shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.3. Scope of work:** The successful bidder shall provide the following services:

- i. Conducting Internal Audit of National Mission for Clean Ganga (NMCG) for three years, viz. FY2021-22, FY2022-23 & FY2023-24 in accordance with the accounting principles generally accepted in India, including the accounting standards prescribed by the Institute of Chartered Accountants of India and notified by Government of India.
- ii. Expressing an opinion on whether the financial statements of NMCG are prepared, in all material respects, in accordance with the applicable financial reporting standards and frameworks and whether NMCG has maintained proper books of accounts
- iii. Reviewing and evaluating the internal control and risk management system of NMCG and advising the management on adequacy / effectiveness of the system, and advising on actions to be taken for its improvement.
- iv. Reviewing adequacy of Information Systems of NMCG and related infrastructure.
- v. Providing any other value-addition services consistent with the audit of NMCG.

### **2.4. Coverage and Methodology of Internal Audit:**

#### **i. Coverage**

Internal audit should play a role in assisting the management in bringing a systematic, disciplined approach to evaluate and improve the effectiveness of the internal control system. The Internal Audit will include such tests and

controls which the firm considers necessary under the circumstances. In conducting the Internal Audit, special attention should be paid to assessing whether adequate controls have been established with a view to ensure that:

- (a) All project funds have been used in accordance with the conditions of the relevant legal agreements and for the purposes for which the financing was provided;
- (b) Project assets are adequately safeguarded and used solely for their intended purposes;
- (c) All necessary supporting documents, records, and accounts have been kept in respect of all project transactions; including expenditures reported in the Interim Unaudited Financial Reports.
- (d) Procurements for the projects have been done in accordance with the agreed Procurement procedures.
- (e) An assessment of the effectiveness and compliance with the financial controls laid down in the financial management and procurement manuals. Whether funds have been used with due regard to economy, efficiency and effectiveness.
- (f) Whether realistic annual work plans and procurement plans are prepared and expenditures are incurred as per approved plans and variances if any are monitored, analyzed and the learning used for preparing plans for subsequent years.
- (g) Timeliness of flow of funds to the spending units.
- (h) Whether the selection criteria as laid down in the Financial Management Manual have been adhered to and complied with in selection of Executing Agencies.
- (i) Whether contract payments have been made as per the terms of the contract. In doing so the auditors should consider the reports of the technical supervision consultants.
- (j) Whether an appropriate system of accounting and financial reporting exists by which expenditures are properly recorded and eligible expenditures are claimed from the World Bank in a timely manner. Whether adequate supporting documentation is being maintained for all project expenditures.
- (k) That an adequate system is in place to ensure that goods, works and services are being procured in accordance with relevant financing agreements and procurement manual.
- (l) Whether there is an appropriate contract management system commensurate to the size and nature of projects being executed. Similarly, whether there is an appropriate contract management system commensurate with the size and number of contracts managed by NMCG. Whether payments are being made to contractors /suppliers/ consultants within the time limits stipulated in the contract documents.

- (m) Whether appropriate controls as laid down in the financial management / procurement manual have been complied with for variation in contracts.
- (n) Whether bank balances are reconciled with the books of the NMCG.
- (o) Anything else that the auditor considers pertinent.

**ii. Methodology:**

The Internal Auditor shall ensure the following:

- (g) Internal Audit (IA) shall be carried out under the direct supervision of one of the partners *i. e.* at least one partner from the firm should personally visit the Office NMCG for IA.
- (h) The auditor shall give prior intimation of dates of audit to the Executive Director (Finance) of NMCG or any other officer authorized by him on that behalf.
- (i) The auditor shall have a meeting with the Executive Director (Finance) or any other officer authorized by him on that behalf before commencing the audit process and finalize the audit plan and schedule of audit.
- (j) The auditor should have a final meeting with Executive Director (Finance) before closing the audit and discuss the audit observations with him.
- (k) The Internal Audit will cover expenditure under the four budget heads of the Namami Gange Programme. The budget estimates for FY 2021-22 are as follows: - EAP Program Rs.850 crore and Rs.600 crore under National Ganga Plan. Major part of this expenditure will be incurred through the five State Program Management Groups. Expenditure during each subsequent year under these programs is expected to be of comparable order.
- (l) The Internal Auditor shall work in a friendly manner and as a guide to develop and motivate the staff of NMCG as it shall be an important support in the hands of the management in strengthening internal controls. The Auditor may seek required information and explanations from the concerned staff for the accomplishment of his / her task. The Internal Auditor shall have requisite access to Unit Heads. The Auditor shall lay emphasis on compliance of all rules, regulations, policies, procedures, accounting standards, manuals, statutory obligations etc. The Internal Audit will *interalia* cover the following operational activities of NMCG:
  - (i) Vouching.
  - (ii) Audit of transactions which involves examination of supporting documents to ensure that funds are spent for the purpose of the program with appropriate financial concurrence and approval from the Competent Authority.
  - (iii) Checking of expenditures incurred with reference to the laid down rules & procedures, delegation of powers and budgetary



provisions. Whether realistic annual work plans and procurement plans are prepared and expenditures are incurred as per approved plans and variances if any are monitored, analyzed and the learning used for preparing plans for subsequent years.

- (iv) Checking of calculations and payments of statutory dues and all tax related matters as applicable to NMCG from time to time
- (v) To check annual financial statements i. e. Balance Sheet and Receipt & Payments Accounts with reference to accounting standards and verifying whether the records have been properly maintained so as to safeguard the assets of NMCG
- (vi) Insurance of all assets
- (vii) To see whether the stocks / assets acquired / purchased are in quantities required for the smooth operation of NMCG
- (viii) To check whether physical verification of assets / stocks has been carried out at the close of financial year and variations, if any, have been accounted for and recorded properly
- (ix) To check the bank reconciliation statements
- (x) To check whether the surplus funds of NMCG are judiciously invested to get the maximum possible return.
- (xi) To check the cash book to ascertain whether cash in hand has been independently verified at regular intervals.
- (xii) To check the listing of contingent liabilities, if any, in the notes to Balance Sheet
- (xiii) To check the calculations of salary and reimbursement bills of staff to ascertain the legitimacy of payments and deductions thereof.
- (xiv) To review compliance with laid down policies and procedures in respect of calling of tenders, related approvals, budgetary provisions made etc.
- (xv) To verify whether the procurements have been made after completion of all formalities prescribed by NMCG and whether approvals of competent authorities have been obtained. Whether the instructions contained in the Procurement Manual have been followed. Deviations from the Procurement Manual, cases of undue favor and irregular procurement may specifically be reported.
- (xvi) To check whether the stationery & stocks have duly been accounted for as per accounting standards and whether records have been properly maintained to ensure safeguard of such stocks of NMCG.

- (xvii) To verify whether the funds have been unnecessarily blocked due to procurements in excess of requirement.
- (xviii) To ensure that the TDS has been deducted at applicable rates and deposited with Income Tax Authorities within the prescribed periods. Further, to verify whether TDS returns have been submitted in time to the Income Tax Authorities.
- (xix) To suggest modifications to the delegation of powers, if shortcomings are noticed during audit.
- (xx) To verify whether GST has been properly charged, wherever applicable, and whether proper returns have been filed with the Authorities.
- (xxi) Whether procedures laid down in the Financial Management Manual have been strictly followed and whether the financial reports have been correctly prepared and submitted within the deadlines prescribed by the World Bank and the GOI. The auditor should review whether the financial reports submitted to the World Bank are in consonance with the books of accounts / expenditure reports received from States.

#### 2.5. **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The contract period may be further extended subject to the approval accorded by Competent Authority, NMCG.

#### 2.6. **Entire Agreement**

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

#### 2.7. **Contract Price**

The Contract Price for this Contract shall be the total cost of proposal submitted by CA Firm in the Financial Proposal. Contract price with applicable taxes and duties if any payable and is as set forth in the SC.

#### 2.8. **Modifications or Variations:**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

(b) In cases of substantial modifications or variations, the prior written consent of the NMCG is required.

#### 2.9. **Force Majeure:**

2.9.1. **Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.9.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.9.3. **Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the CA Firm, upon instructions by the “NMCG”, shall either:

i) Demobilize; or

ii) Continue with the Services to the extent possible, in which case the CA Firm shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## 2.10. Termination:

The “NMCG” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g):

- a) If the CA Firm fails to remedy a failure in the performance of its obligations hereunder,
- b) If the CA Firm becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the CA Firm fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the CA Firm, in the judgment of the “NMCG”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the CA Firm submits to the “NMCG” a false statement which has a material effect on the rights, obligations or interests of the “NMCG”.
- f) If the CA Firm fails to provide the quality services as envisaged under this Contract.
- g) If the “NMCG”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.10.1. In such an occurrence the “NMCG” shall give a not less than seven (7) days’ written notice of termination to the CA Firm.

2.10.2. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) any right which a Party may have under the Law.

2.10.3. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7 hereof, the CA Firm 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.

2.10.4. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, the “NMCG” shall make the following payments to the CA Firm:

- (a) If the agreement is terminated, the CA Firm shall not be entitled to receive any agreed payments upon termination of the contract. However, the “NMCG” may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit assessed by it, if such part is of economic utility to the NMCG. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The CA Firm will be required to pay any such liquidated damages to NMCG within 30 days of termination date.

## 3. OBLIGATIONS OF THE CA FIRM

### 3.1. General

3.1.1. **Standard of Performance:** The CA Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance

with generally accepted professional standards and practices. The CA Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “NMCG”, and shall at all times support and safeguard the “NMCG’s legitimate interests in any dealings with Sub-CA Firms or Third Parties.

- 3.2. **Confidentiality:** Except with the prior written consent of the “NMCG”, the CA Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during the Services, nor shall the CA Firm and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3. **Insurance to be Taken out by the CA Firm:** The CA Firm (i) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.
- 3.4. **Reporting Obligations:** The CA Firm shall submit to the “NMCG” the reports and documents specified in Appendix A, if applicable hereto, in the form, in the numbers and within the time periods as provided in the statute or by Management of National Mission for Clean Ganga.
- 3.5. **Documents Prepared by the CA Firm to be the Property of the “NMCG”:** All data, reports and other documents prepared by the CA Firm for the “NMCG” under this Contract shall become the property of the “NMCG”, and the CA Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “NMCG”.

#### 4. CA FIRM’S PERSONNEL

- 4.1. **General:** The CA Firm shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

Except as the “NMCG” may otherwise agree, no changes shall be made in the key Personnel. If, for any reason beyond the reasonable control of the CA Firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the CA Firm shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “NMCG” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the CA Firm shall, at the “NMCG’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “NMCG”. Additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

The CA Firm shall not sub-contract any or part of the work without prior written permission of the NMCG.

#### 5. OBLIGATIONS OF THE “NMCG”

- 5.1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the “NMCG” shall use its best efforts to ensure that the Government shall:
- a) Provide the CA Firm, and Personnel with work permits and such other documents as shall be necessary to enable the CA Firm or Personnel to perform the Services.
  - b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - c) Provide to the CA Firm and Personnel any such other assistance as may be specified in the SC.
- 5.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the CA Firm for providing the services i.e. GST tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the CA Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the CA Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.3. **Payment:** In consideration of the Services performed by the CA Firm under this Contract, the “NMCG” shall make to the CA Firm such payments and in such manner as is provided by Clause GC 6 of this Contract.

## 6. PAYMENTS TO THE CA FIRM

### 6.1. Total Cost of the Services

- a) The total cost of the Services payable to the CA Firm as per the Firm’s proposal to the NMCG and as negotiated thereafter.
- b) There is no separate/ additional payments will be made for any visits undertaken or incidental expenses incurred in compiling the documentation.
- c) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the final amount.
- d) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 5.2 hereof, the Parties shall agree that additional payments shall be made to the CA Firm to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. **Currency of Payment:** All payments shall be made in Indian Rupees.

6.3. **Terms of Payment:** For making payment to successful bidder, its financial quote shall be bifurcated/ divided in three equal parts and partial payment shall be made after every year (from F.Y.2021-22 to F.Y.2023-24) on completion of Internal Audit and submission of Internal Audit Report at O/o NMCG.

- a) **Performance Guarantee**—equivalent to 3% of total value of the Contract in the form of Bank Guarantee shall be produced prior to signing of the Contract. The validity of the Bank Guarantee is valid 60 days beyond the completion of all contractual

obligations.

b) If the deliverables submitted by the CA Firm are not acceptable to the NMCG, reasons for such non-acceptance should be recorded in writing; the NMCG shall not release the payment due to the CA Firm. This is without prejudicing the NMCG's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the CA Firm only after it re-submits the deliverable and which is accepted by the NMCG.

c) All payments under this Contract shall be made to the accounts of the CA Firm specified in the payments milestone table.

## 7. FAIRNESS AND GOOD FAITH

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

7.2. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

8.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the NMCG and the CA Firm, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the NMCG and the CA Firm, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the

parties shall be English.

- 8.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and the CA Firm. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. LIQUIDATED DAMAGES**

- 9.1. The amount of liquidated damages under this Contract shall not exceed [5] % of the total value of the contract.
- 9.2. The liquidated damages shall be applicable under following circumstances:  
In the event of CA Firm's default in maintaining the agreed time frame / scheduled set of activities as detailed in this Contact, the CA Firm shall be liable to pay 1% of the total cost of the services for delay of each day or part thereof.



**10. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

**III. SPECIAL CONDITIONS OF CONTRACT**

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.6.1& 1.6.2	<p><b>Addresses:</b>  <b>NMCG:</b>                      National Mission for Clean Ganga                      (Ministry of Jal Shakti,                      Department of Water Resources, River Development &amp;                      Ganga Rejuvenation),                      1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,                      Near India Gate, New Delhi -110002                      Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p><b>CA Firm:</b>                      .....</p>
2.	2.1	Effective date of contract .....
3.	2.2	The time period shall be one week from the effective date.
4.	2.3	The time period/ duration of contract shall be up-to Sept'24 (for undertaking Internal Audit of NMCG for F.Y.2021-22, 2022-23 and F.Y.2023-24) which may be further extended subject to the approval accorded by Competent Authority, NMCG.
5.	2.7	The Contract Price is Rs._____ (Rupees.....) inclusive of all applicable taxes and charges.
6.	6.3 (a)	<p>The Performance Security amount equals to 3% of the contract value i.e., Rs._____ (Rupees _____). The validity of the Bank Guarantee is valid 60 days beyond the completion of all contractual obligations.</p> <p>In case the contract period is extended further, the validity of Performance Security shall also be extended by the Agency accordingly.</p>
7.	6.3 (c)	<p>Account Details of the CA Firm:                      Name and Address of the Beneficiary:                      Bank:                      Branch:                      Address of the Bank:                      Account Number:                      Account Type:                      RTGS/NEFT/IFSC CODE:                      MICR NO:</p>

**Annexure - XI**

**FORM OF FINANCIAL BID (BoQ)**

**(This form is provided at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download and fill the required details in the permitted cells and upload the same)**