National Institute of Urban Affairs

1stFloor, Core 4B India Habitat Centre Lodhi Road, New Delhi –110007

Ref No.: NIUA/RFP/SA/A-195 Dated:05 July,2024

INVITATION FOR REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF STATUTORY AUDITOR

National Institute of Urban Affairs (NIUA) is a premier Institute for research, capacity building and dissemination of knowledge for the urban sector in India. NIUA is registered under the Societies Registration Act, 1860 and is an autonomous body of the Ministry of Housing and Urban affairs. NIUA accepts various projects from the Government, International bodies etc.

NIUA conducts research in emerging subjects/areas such as urbanization, urban policy and planning, municipal finance and governance, land economics, transit oriented development, urban livelihood, environment, climate change, smart cities and such other topics. NIUA have a large number of projects from Central and State Governments, National and International Agencies and also some with FCRA discipline.

NIUA is presently having a balance sheet size of Rs. 70-80 crores and have core & professional staff of nearly 210, including personnel engaged on short-term contracts on fixed remuneration basis.

NIUA is registered under section 12A(1) and 80(G) of the Income Tax Act, 1961 and have a CPF scheme approved by the Ministry of Pensions & Pensioners' Welfare.

NIUA invites "Request for Proposal" for appointment of a firm/company/LLP of Chartered Accountants for the financial year 2023-24. The appointment may be further extended by mutual consent between the NIUA and the selected agency in writing.

NIUA is looking to appoint a firm/company/LLP having its Head Office in Delhi-NCR and CAG registered chartered accountants for Statutory Audit and other attendant work of NIUA's Annual accounts.

The applicant should have a minimum experience of 05 years in audit of annual accounts, financial statements, FCRA Accounts and also CPF Accounts, filing of ITRs, assessment of IT returns etc. as mentioned in eligibility criteria.

The general scope of work is indicated below:

- i. Statutory Audit of the Annual accounts of the NIUA;
- ii. Audit of Contributory Provident Fund of the NIUA;
- iii. Audit under FCRA;
- iv. Filing of Income Tax Returns& Forms; and
- v. Attending the assessment proceedings, in case required during scrutiny, if necessary.

RFP for Statutory Audit of the Institute for the year 2023-24

Date of Issue of RFP : 05/07/2024

Last Date for receiving Queries/ request for clarification : 09/07/2024

Last date of Submission : 15/07/2024

Date of Opening

Technical Bids : 16/07/2024 at 11:00 AM

Financial Bids : 19/07/2024 at 11:00AM

Interested Firms/Companies/LLPs having their Head Office in Delhi-NCR and registered with CAG along with having requisite experience may please furnish details as follows:

- 1. Applicants Request for Proposal as per Form-1;
- 2. Power of Attorney as per Form-2;
- 3. Affidavit certifying that Entity is not Blacklisted as per Form-3;
- 4. Profile of their Firms/Companies/LLPs as per Form-4;
- 5. Details of experience in a tabular format with a list of organization as per Form-5;
- 6. Audited turnover as per Form-6;
- 7. Empanelment details with CAG; and
- 8. Financial Proposal as per Form-7
- 9. Performance Bank Guarantee as per Form -8

1. Tendering Process:

- a) The firms are required to submit two separate bids i.e. Technical and Financial, as per prescribed proforma. The two bids should be submitted in two separately sealed envelopes subscribed "Technical Bid for Conducting Statutory Audit of Accounts of National Institute of Urban Affairs for the FY 2023-24" and "Financial Bid for Conducting Statutory Audit of Accounts of National Institute of Urban Affairs for the FY 2023-24.
- b) The Financial bids of only those Bidders who qualify in technical bid evaluation by the concerned committee shall be opened. The financial bids of all those Bidders who have failed to qualify in the technical bid will not be opened.

The method of selection will be **Least Cost Selection(LCS)** based on experiences in conducting similar nature of assignments as per following criteria –

Eligibility Criteria

Sr. No.	Requirements
1.	At least 10 years of existence of Firm
2.	The Firm should have minimum 3 partners with at least 2 of them should be
	FCA.
3.	The firm should have Statutory Audit experience of minimum 5 years in Public
	Sector Undertakings/ Government Entities/ NGO's/Autonomous or Statutory
	Bodies or Bank Branches
4	The firm must be empanelled with the Comptroller and Auditor General of
	India.
5.	Annual average turnover of firms for the last three financial years ending on
	31st March 2023 should be at least Rs. 50 Lacs.
6.	Head office of the firm should be located in Delhi-NCR
7.	The Firm should have valid GST Registration Number

Disqualifications: The Chartered Accountants firm shall not be eligible for assignment if

Sr. No.	Disqualifications
1.	The Chartered Accountants Firm or any of its partners has been declared guilty
	of any professional and/or other misconduct under the provisions of the
	Chartered Accountants Act, 1949 during the current year and immediate past
	five years
2.	Any of the partners of the firm or their relative is /was a member of NIUA
	during the current year and immediate past five years i.e. from 1st April, 2019
	to till date.
3	The Conditional bids shall not be considered and will be out rightly rejected in
	very first instance

Declaration:

The Chartered Accountants Firm while submitting their proposal shall be required to submit a declaration on their letter head that they do not suffer from any of the above disqualifications and the details furnished in this regard are true and correct. Any incorrect information furnished by the applicant shall lead to rejection of the application.

NOTE:

- No Consortium will be allowed.
- Bidder should have valid GST registration number and meet all legal requirements.
- The Service Provider will NOT sub-let the work or coordinate with any other party/sister concern.
- The NIUA reserves the right to call for any other details or information from any of the Bidders.
- NIUA reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and / or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage.

NIUA also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of NIUA shall be final and binding on all the participants.

Technical Score:

the assignment, date of start, date of completion, contract amount and total payment etc	
*Similar assignments include Statutory Audit experience in Public Sector Undertakings/ Government Entities/ Autonomous or Statutory Bodies or Bank Branches	
Total	100

The minimum qualifying marks are 80 out of 100 marks. The financial bids of those bidders will be opened, who have attained minimum qualifying marks i.e. 80.

The ceiling amount upto Rs. 1,50,000/- plus GST as applicable will be paid to the Statutory Auditor after completion of the assignment. The minimum fee is Rs 80,000/- plus GST as applicable. No other TA/DA shall be paid.

The applicant is requested to submit their financial proposal as per Form 7 of the RFP. Financial proposal should be in the separate envelop.

The proposal will be rejected if;

- a) If financial proposal is not in sealed envelope
- b) Amount exceeding the ceiling limit of Rs 1,50,000/-

Further, if there is equalization in technical score and financial amount, then preference will be given to bidders as per below ranking:

- a) Bidders who have more similar work experience in numbers;
- b) Bidders who have more number of partners;
- c) Bidders who have more number of years in operation.

Performance Bank Guarantee:

The successful Bidder shall be required to provide a Performance Bank Guarantee, within 15 days from the letter of award, for a value equivalent to 5% of the total cost of contract. The Performance Guarantee should be valid for a period of 60 days beyond all contractual obligations. In case the selected Bidder fails to submit a performance guarantee within the time stipulated, the NIUA at its discretion may cancel the order placed on the selected Bidder without giving any notice. NIUA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NIUA incurs any loss due to Bidder's negligence in carrying out the duties as per the agreed terms & conditions.

In case of any clarification/or information required, please feel free to contact Mr. Jitendra Anand, Procurement Specialist, NIUA prior to 09th July 2024, 17:00 hrs. IST through email jitendra@niua.org

Interested firms/Companies/LLPs should send/submit their proposal in Hard copy in an envelope mentioning "Appointment of Statutory Auditor at NIUA" latest by 15th July, 2024, 17:00 hrs. IST. Submissions need to be addressed to "The Director- National Institute of

Urban Affairs", Core 4B, 1st Floor India Habitat Centre- Lodhi Road, New Delhi-110003.Further, the contact details should be mentioned on the main envelope.

In case, the applicant is selected and Letter of Award is issued then the firm should be able to mobilize within a week and take up the assignment.

Sd/-

Shri Jai Prakash Gupta

Administrative Officer, NIUA

Disclaimer: National Institute of Urban Affairs reserves the right to accept or reject RFP of any firm/company/LLP at the sole discretion of the Institute. The NIUA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document or cancel this process.

Other terms & conditions

- 1. There shall be no fees for the application.
- 2. Any amendment / corrigendum / clarification to the RFP will be posted on the website of NIUA, i.e. https://niua.in/tenders
- 3. The NIUA shall not be liable for non-receipt/late receipt of any of the Application.
- 4. The NIUA reserves the right to reject any of the applications without assigning any reason at any time and may call for any other details or additional information from any of the applicants at its own discretion during the tendering process. Non submission of details sought for will render the firm ineligible for the assignment. In this regard, the decision of NIUA shall be final on all the applicants.
- 5. NIUA at its own discretion can verify the information/documents submitted by CA firm.
- 6. The decision of the NIUA shall be final as regards to the criteria to finalize the firm out of the applications so received and selection of auditor.
- 7. Incomplete applications shall be summarily rejected.
- 8. Audit shall be conducted by appointed firm only and shall not be allowed to sublet the audit assignment.
- 9. The auditor shall maintain professional integrity and confidentiality of information obtained during the course of audit.
- 10. In the event of any dispute arising out of the assignment, the Director, NIUA shall be the primary decision making authority.
- 11. In case any dispute/difference/claim arises out of or in connection with the assignment or its subject matter, the aggrieved Party shall, following service of written notice to the other, attempt to resolve amicably such dispute by way of good faith discussion and negotiations as soon as reasonable possible, failing which the same shall be referred to and finally resolved by Arbitration. The Arbitration proceedings shall be governed by the

Arbitration and Conciliation Act, 1996 and any Statutory modification or amendment thereof. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding shall be in English. The arbitral award shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons thereof. The cost of the arbitration shall be equally borne by both the parties.

12. All disputes are subject to Delhi jurisdiction only.

FORM - 1: Applicant's Request for proposal

	[Location, Date]
To:	
	The Director,
	National Institute of Urban Affairs
	Core 4B, 01 st Floor, India Habitat Centre
	Lodhi Road, New Delhi – 110003
Dear	r Sir:
with	the undersigned, offer to provide the Services for [Insert title of Services] in accordance your Invitation for Request for proposal dated [Insert Date] and our Proposal. We are by submitting ourTechnical Proposal.
We l	hereby declare that:
a)	All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal shall lead to the rejection of our Proposal by the Client;
b)	Our Proposal shall be valid and remain binding upon us for the period of 60 days;
c)	Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
	acknowledge and agree that the Client reserves the right to annul the selection process and et all Proposals at any time prior to Contract award, without thereby incurring any liability s.
We 1	remain,
You	rs sincerely,
Auth	norizd Signature [in full and initials]:
Nam	ne and Title of Signatory:
Nam	ne of Consultant (company's name):
In th	ne capacity of:
	ress:
Cont	tact information (phone and email):

Power of Attorney

Know all men by these presents, we, (name of Firm and address of
the registered office) do hereby constitute, nominate, appoint and authorise Mr /
Ms 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 "authorized
Representative") to do in our name and on our behalf, all such acts, deeds and things as are
necessary or required in connection with or incidental to submission of our Proposal for
XXXXXX, proposed to be developed by the
including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing
information/ responses to the Client, representing us in all matters before the Client, signing
and execution of all contracts and undertakings consequent to acceptance of our proposal and
generally dealing with the Client in all matters in connection with or relating to or arising out
of our Proposal for the said Project and/or upon award thereof to us till the entering into of the
Agreement with the Client.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or
caused to be done by our said authorized Representative 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 authorized Representative 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 THIS
DAY OF, 20
For
(Signature, name, designation and address)
Witnesses:
1.
2.
Notarised
Accepted
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Format for Affidavit Certifying that Entity is not Blacklisted

(On non - judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

I / We Proprietor/ Partner(s)/ Director(s) of M/s hereby
declare that the firm/company namely M/s
has not been blacklisted or debarred in the past by any other Government
organization from taking part in Government tenders.
Or
I / We Proprietor/ Partner(s)/ Director(s) of M/s hereby
declare that the firm/company namely M/s
was blacklisted or debarred by any other Government Department from taking
part in Government tenders for a period of years w.e.f The period is
over onand now the firm/company is entitled to take part in Government tenders.
And
The Chartered Accountants Firm or any of its partners has not been declared guilty of any professional and/or other misconduct under the provisions of the Chartered Accountants Act, 1949 during the current year and immediate past five years
In case the above information found false I/We are fully aware that the tender/ contract will
be rejected/cancelled.
Dated this
Yours sincerely,
Name of the Consultant:
Signature of the Consultant:
Address:

Bidder Information Form

A	Name of Firm with full address	:	
В	Tel. No.	:	
С	Mobile No.	:	
D	Email Address	:	
Е	Pan No	:	Copy of pan card to be provided.
F	GST Registration Number	:	Copy of GST registration certificate to be submitted.
G	ICAI Firm Registration No.	:	Copy of firm Registration certificate to be submitted.
Н	Date of Constitution of Firm	:	
i.	Empanelment No C & AG	:	Copy of empanelment with C & AG for the year under audit to be submitted.
j	Number of Full-Time Partners as on the date of RFP		(Details to be provided in "Annex-A")
k	Name and address of the person holding the Power of Attorney.	:	
1	Name of Bankers with full address.	:	
m	Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details)	:	
N	Name and details (Tel / Mobile / Email) of contact persons	:	

(On Firms Letter Head)

Annex-A

Details of Full time partners of the Firm

Sr. No	Name of the Partner	Membersh ip No.	Whether FCA / ACA	Date of joining the firm (full time)

(Signature of Authorized Person with Seal of the Firm)

Place: Date:

Form - 5
Details of Experience

Starting Year	Ending Year	Contract Identification	Type of Supporting document attached
		Contract name:	
		Brief Description of the Works performed by the Bidder: Amount of contract:	
		Name of Employer:	
		Address:	
		Contract name: Brief Description of the Works performed by the Bidder: Amount of contract: Name of Employer:	
		Address:	
		Contract name: Brief	
		Description of the Works performed by the Bidder: Amount of contract:	
		Name of Employer:	
		Address:	

Average Annual Turnover

Average Annual Turnover of the Bidder (Equivalent in Rs. Crores) By Audit Firm / Chartered Accountant

Bidder	(Name of Bidder)							
FY	2020-2021	2021-2022	2022-2023	Total	Average			
Annual Turnover								
Certificate from the Statutory Auditor This is to certify that(Name of the Bidder) has received the payments shown above against the respective years.								
Name:								
Seal:								
Date:								
UDIN:								
(Signature, name and designation of the authorized signatory)								

- * The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- $\mbox{*}$ Bidder should fill in details as per the row titled Annual turnover. Kindly provide supporting balance sheets / P&L statements

FORM - 7 Financial Proposal submission form

[Location, Date]	
To:	
The Director,	
National Institute of Urban Affairs	
Core 4B, 01 st Floor, India Habitat Centre	
Lodhi Road, New Delhi – 110003	
Dear Sir/Madam,	
We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Invitation for Request for proposal dated [Insert Date] and our technical Proposal.	
Our attached financial Proposal is for the amount of [Indicate amount(s) in words and figures including taxes, duties and fees.	

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

Our financial Proposal shall be binding upon us subject to the modifications resulting from

Contract negotiations, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature:	[In full and initials]
Name and Title of Signatory:	
In the capacity of:	
Address:	
Email:	

Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Ref:	
Date:	
Bank Guarantee No	
<name></name>	
<designation></designation>	
<address></address>	
<phone nos.=""></phone>	
<fax nos.=""></fax>	
<email id=""></email>	

Whereas, [<<name of the bidder>>] (hereinafter called "the Consultant") has undertaken, in pursuance of contract no. [<<Insert Contract No.>>] dated. [<<Date>>] to provide services for [<<name of the assignment>>]

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, [<<Name of Bank>>] a banking company incorporated and having its head/registered office at [<<Address of Registered Office>>] and having one of its office at [<<Address of Local Office>>] have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) and we undertake to pay you, upon your first written demand declaring the bidder/consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

modification.

(Bank's common seal)

This Guarantee shall be valid until [<<Insert Date>>]) Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- II. This bank guarantee shall be valid up to [<<Insert Expiry Date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee will automatically cease.

Date		
Place	Signature	
Witness	Printed name	

SCOPE OF WORK FOR THE STATUTORY AUDITOR OF NIUA

SCOPE OF WORK FOR APPOINTMENT OF A STATUTORY AUDITOR FOR THE AUDIT OF ACCOUNTS OF NATIONAL INSTITUTE OF URBAN AFFAIRS (NIUA) FOR THE FINANCIAL YEAR 2023-24.

OBJECTIVES OF STATUTORY AUDIT:

The objectives of the statutory audit for the financial years 2023-24 is to seek a professional opinion on the financial statement of National Institute of Urban Affairs for the financial year 2023-24 and to ensure that funds received and expenditure incurred under Project/Other activities and Non Plan Grant are in accordance with the laid down financial regulations, prescribed Procurement procedures, and other orders issued from time to time as well as to ensure proper maintenance of books of accounts and other relevant documents at all levels.

SCOPE AND COVERAGE OF AUDIT:

The major areas to be covered are as under: -

- a. Transactions are recorded as per principles of accounting and are booked to proper accounting heads.
- b. Utilization of external funds is in accordance with financial agreements.
- c. Goods and services have been procured in compliance with the financial agreement.
- d. Transactions are duly supported by proper supporting documents.
- e. Checking the maintenance of books of accounts and records.
- f. Checking the bank reconciliation statements.
- g. Checking of component wise, category-wise and account head wise expenditures.
- h. Checking of investments, short term deposit etc. made from time to time.
- i. Checking of compliance of various taxes/statutory compliance etc.
- j. Verification of fixed deposit register and checking of interest received, Accrued /Earned.
- k. To check all statutory records registers including Minute Books and to see that accounting affects all the decisions taken at Board/Committee Meeting/General meeting/Audit Committee meeting is given in the Books of account etc.
- 1. To give executive summary incorporating all points' matters; which are of very important nature.

1. FINANCIALBOOKS:

- a. Verification of Bank Book Journal, vouching of Imprest Account.
- b. Scrutiny of General Ledger, staff advance registers commenting on loan outstanding entries.
- c. Scrutiny of general ledger and verification of Income and Expenditure statement, balance sheet and other schedules.
- d. Compare utilization of capacity with budgeted capacity.
- e. Verification of salary/consultancy payments, I.T., Professional Tax, TDS, etc. and verification of submission of various return to the competent authority in time.
- f. Verification all financial information completely, promptly and after the necessary authorization was recorded.
- g. Preparation of Balance Sheet, Income and Expenditure Accounts, Receipt and Payment Account and their schedule of NIUA and Filing of return of NIUA.
- h. Preparation of Balance Sheet, Income and Expenditure Accounts , Receipt and Payment Account and their schedule of CPF Account
- i. Preparation of Balance Sheet, Income and Expenditure Accounts, Receipt and Payment Account and their schedule and Filing of return of FCRA Account.
- j. All other documents which are necessary for preparation / certification of final accounts.