

BID DOCUMENT

Selection of CAG Empanelled Chartered Accountant Firm for Appointment as Statutory Auditor of Odisha Urban Infrastructure Development Fund (OUIDF) for the Financial Years 2023-24 to 2025-26



ODISHA URBAN INFRASTRUCTURE DEVELOPMENT FUND
A Trust of
Housing and Urban Development Department
Govt. of Odisha

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1.1 Background:

The Government of Odisha has set up a Trust under the Indian Trusts Act, 1882 namely "Odisha Urban Infrastructure Development Fund (OUIDF)" in the Housing & Urban Development for the purpose of developing and financing Infrastructure Projects under taken by Urban Local Bodies, Statutory Bodies, Public Sector Undertakings and Private Investors and attract inter alia, investments, professional advice from institutions for financing infrastructure projects.

The Board of Trustees of OUIDF is headed by the Chief Secretary, Odisha with six other Trustees to collectively manage and administer the affairs of the Trust and Trust Funds.

1.2 Requirement & Status of Books of Accounts of OUIDF

1.2.1 Books of Accounts of OUIDF

➤ Status of Books of Accounts up to Financial Year 2023-24:

The Books of Accounts for F.Y: 2023-24 are maintained on a daily basis both manually and in Tally ERP 9 for OUIDF. The Statutory Audit has been completed up to Financial Year 2022-23.

1.3 Invitation for Requests for Proposal (RFP):

Odisha Urban Infrastructure Development Fund (OUIDF), a wholly-owned Trust of the Housing and Urban Development, Government of Odisha proposes to appoint CAG empanelled Chartered Accountant (CA) firms as Statutory Auditors to examine the Books of Accounts and related documents and records of OUIDF for the Financial Years 2023-24 to 2025-26, the details of which are available at **Annexure-2** of this RFP. Under this assignment, OUIDF now invites proposals complete in all respect from the CAG empanelled CA firms to accomplish the above assignment.

1.4 The Audit Fees will be as follows:

The Audit Fees to be paid to the successful Bidder on completion of Audit of OUIDF Funds in each Financial Year will be as follows:

- Rs. 65,000/- (Rupees Sixty-Five Thousand) for each Financial Year

This amount is exclusive of Goods & Services Tax (GST). GST will be paid in addition to the fees with the rate as applicable.

1.5 Bidders Data Sheet

1.	Name of the Assignment	Selection of CAG Empanelled CA firm for Appointment of Statutory Auditor in OUIDF
2.	Language of documentation	English
3.	Method of Selection	Quality Based Selection (QBS) Method
4.	No of Copies of Proposal	1 (One) copy of Proposal
5.	Address for submission of the Bid	Secretary, OUIDF & DMA & OSD-cum-Special Secretary to Govt., H & UD Deptt. Odisha Urban Infrastructure Development Fund (OUIDF) State Urban Development Agency Campus, 1st Floor, Plot No. 172, Viveknanda Marg, Bhubaneswar-751014, Odisha
6.	Contact person	Administrative Officer, Odisha Urban Infrastructure Development Fund
7.	Date of Issue of RFP	09.01.2024
8.	Mode of Submission	Proposals complete in all respect should be submitted to the inviting Authority through Speed Post / Registered Post / By Hand only (not through Private Courier) . Authority will not be responsible for postal delay or any other consequences.
9.	EMD	Rs. 2,000/- (Rupees Two Thousand Only) to be submitted along with the bid proposal in shape of DD in favour of "The Secretary, Odisha Urban Infrastructure Development Fund" of any Nationalised Bank payable at
10.	Last date and time for submission of Bid	25.01.2024 up to 05.00 PM. The Bids received beyond the stipulated timeline will be out-rightly rejected.
11.	Date and time for opening of technical proposal	29.01.2024 at 11:00 AM in Conference Hall of Odisha Urban Infrastructure Development Fund (OUIDF) at SUDA Campus, 1st Floor, Plot No. 172, Viveknanda Marg, Bhubaneswar-751014

Instructions to Bidders

2.1. Definitions

- i. **"Applicable Laws"** means all laws, promulgated or brought into force and effect by the Government of Odisha or the Government of India including rules and regulations made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- ii. **"Accounting Year"** means the Financial Year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- iii. **"OUIDF"** means Odisha Urban Infrastructure Development Fund, a wholly-owned Trust of the Housing & Urban Development Department, Govt. of Odisha set up under the Indian Trusts Act, 1882.
- iv. **"C & A G"** means Comptroller and Auditor of General of India.
- v. **"Chartered Accountants"** means Firm of Chartered Accountants as under the Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) registered with the ICAI (Institute of Chartered Accountants of India)
- vi. **"Department"** means Housing & Urban Development Department
- vii. **"Firm"** means Firm of Chartered Accountants.
- viii. **"GOI"** means Government of India.
- ix. **"GoO"** means Government of Odisha.
- x. **"HoD"** means Head(s) of Department.
- xi. **"KfW"** means KfW Bankengruppe, a German Government-owned Development Bank from which OUIDF has acquired Lines of Credit through Govt. of India and Govt. of Odisha for funding of Infrastructure Projects in Odisha
- xii. **"RFP"** Request for Proposal.

2.2. General Instructions to the Bidder:

1. This enquiry is in the nature of Request for Proposal intended to hire services of CAG empanelled Firms of Chartered Accountants to appoint as Statutory Auditor to examine the Books of Accounts of OUIDF Funds for the Financial Years 2023-24 to 2025-26. The detail of the same is given at **Annexure-2** of this RFP.
2. The Chartered Accountant Firm shall be required to undertake the assignments as mentioned in Section 4: Scope of Work of this RFP
3. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidders own risk and may be liable for rejection.
4. In addition to the identification the envelopes containing the proposals shall mention the name and address of the Bidder.
5. No Bidder is allowed to modify, substitute or withdraw the proposal after its submission.

2.3. Disqualification:

OUIDF may at its sole discretion and at any time during the evaluation of the Proposal disqualify any Bidder if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- Withdrawal of Proposal by the Bidder after the Proposal Due Date will lead to forfeiture of the Bid Security.
- Declared as ineligible by Gov/State for corrupt, fraudulent practices or has been blacklisted.
- A Bidder's proposal may be rejected if it is determined that the Bidder has engaged in corrupt, fraudulent or unfair trade practices.
- Firm shall submit the RFP which does not satisfy each and every condition laid down in the notice and RFP documents, failing which the RFP will be liable for rejection.
- Does not submit the Bid before the stipulated timeline to the Inviting Authority
- Does not attach the required documents along with the RFP.

2.4. Right to Accept or Reject Proposals:

OUIDF reserves the right to annul the RFP process, or to accept or reject any proposal, in whole or part without assigning reasons and without any obligation to inform and without incurring any liability to any of the Bidders.

2.5. Validity of Bid:

The Bid submitted by the Bidders shall remain valid for a period of **90 days** from the last date of submission of RFP.

2.6. For Clarification:

If the Bidders require any clarification in the bid document he is required to submit the queries by E-mail to **ouidf.hudd@gmail.com** or may call **Administrative Officer** at **+91-8895219314**.

2.7. Amendments and Clarification for RFP:

OUIDF during the process of evaluation of Proposals may at its discretion ask Bidders for clarifications on their proposals and the Bidders shall respond within the time frame as may be mentioned. Further OUIDF reserves the right to modify/amend the contents of the RFP before the last date of submission under due intimation to the Bidders to whom this RFP is issued and the Bidders may be asked to amend their proposal due to such amendments. In order to provide the prospective Bidders reasonable time to take the amendment into account in preparing the Bids, OUIDF may, at its discretion extend the last date for receipt of Bid. Any such amendments will be uploaded on its Website.

2.8. Submission of Proposal

The Proposal shall be submitted in a sealed cover superscripted "**Proposal for Selection of CAG Empanelled CA firm for Appointment of Statutory Auditor in OUIDF**" with the following documents inside:

- a) A covering Letter from the Bidder on the Bidder's letter head.
- b) EMD as specified in the Bidders data sheet of this RFP in shape of DD/Bankers Cheque. The EMD of the non-qualified Bidders will be returned without any interest and the EMD of the Successful Bidders will be returned after signing of Contract.
- c) Duly filled Proposal Formats along with details and supportive documentary evidence with necessary details as laid down in the **Annexure 1** of this RFP.

2.9. Procedure for Opening of the Proposals and Selection

- The Sealed Envelope containing “**Proposal**” shall be opened by the Evaluation Committee and the Proposal shall be evaluated on the basis of the Eligibility criteria as specified in para 3.1 of this RFP.
- The Bidder scoring highest mark in the Technical Evaluation will be selected as the winning Bidder. The Bidder having 2nd highest rank in order of merit in the Technical Evaluation will be kept in reserve till the Agreement is executed with the 1st rank Bidder.
- **As regards interpretation of any clause in the RFP, the decision of the Evaluation Committee shall be final and binding.**

General instructions for the Bidders for the submission of proposal:

- 1) The Bid / Proposal shall be submitted by **Registered Post / Speed Post / By Hand (not through Private Courier) within** the stipulated time and date and place specified in the Bidder data sheet.
- 2) The same will be opened on date and time specified in the presence of Representative of the Bidder(s). One Representative of each Bidder with necessary authorisation will be allowed to attend the opening of the pre-qualification and technical proposal.
- 3) Bids received after stipulated timeline specified in the Bidder data sheet shall not be considered and out rightly rejected.
- 4) The Bid will be rejected out rightly, if it founds that the Bidder fails to submit the requisite documents, EMD, Statutory Documents as required etc. and the information as per the formats provided in technical proposal under RFP.
- 6) OUIDF reserves the right to cancel / alter the Bid requirement without assigning any reasons thereof.
- 7) OUIDF reserves the right to open or not to open the RFP Document without assigning any reason thereof.

Evaluation of Proposal

3.1 Evaluation of Proposal – Eligibility Criteria

The Bidder must possess the following eligibility criteria and to this effect must produce supportive documents for the following along with the other documents/information as specified below.

Sl. No.	Eligibility Criteria	Documents to be furnished along with the pre-qualification proposal
1	The Bidder must be registered with The Institute of Chartered Accountants of India (ICAI) having certificate of practice to work as Chartered Accountant	Registration Certificate of ICAI / Firm Registration Certificate
2	The Bidders must be empanelled with Comptroller & Auditor General (CAG) of India	Copy of CAG empanelled Certificate for F Y 2023-24
3	The average annual turnover of last 3 (three) Financial Years of the Bidder i.e. 2020-21, 2021-22 and 2022-23 should not be less than Rs. 75 lakh (Rupees Seventy-Five Lakh)	Details to be furnished in FORM-2 with copies of Audited Balance Sheet / Profit Loss Account for the relevant Financial Years
4	The Bidder should have minimum work experience of over 10 years as on the 31.12.2023	Details to be furnished in FORM-3 with copies of concerned work order from the client
5	The Bidder should have at least a Head/Branch Office in Bhubaneswar, Odisha	Proof of existence of Head/Branch Office with its Registration with ICAI to be submitted

In addition to the above the Bidders have to furnish the following documents along with the proposal:

- GST Registration Certificate
- PAN Number
- Covering letter
- Registration with ICAI / Firm Constitution Certificate (FORM-1)

Non-submission of any one of the above documents along with pre-qualification proposal, leads to out rightly rejection of the proposal.

Mention on the top of the envelope:

Proposal for Selection of CAG Empanelled CA firm for Appointment of Statutory Auditor in OUIDF

3.2 Evaluation of Technical / Scoring Pattern of Proposal

Formats and necessary details for the Technical Proposal are provided in **Annexure - 1** of this RFP. The evaluation / scoring pattern for Technical Proposal shall be as follows:

Sl. No.	Criteria	Maximum Marks	Supporting documents to be furnished in proof of claim
1	No. of years in Profession Note: Marking will be based on total no. of years in profession. Bidder having maximum year will get full mark and others will get in proportion.	20	Firm Constitution Certificate from ICAI
2	Financial Strength of the Bidder (Turnover) Note: Marking will be based on average turnover of last 3 years of the CA firm. Bidder having maximum turnover will get full mark and others will get in proportion.	20	Attach copies of Audited Balance Sheets and P & L Accounts of the last three years i.e. 2020-21, 2021-22 and 2022-23.
	Net Worth Note: Marking will be based on average net worth of last 3 years of the CA firm. Bidder having maximum net worth will get full mark and others will get in proportion.	15	
3	Similar Experience in Audit in last 10 years i.e. from April 2013 to March 2023 (5 best Assignments under each category) i) Govt. Dept., Development Authorities, Govt. Trusts & Societies, ULBs etc. - 15 marks ii) In Concurrent Audit of Banks, Financial Institutions – 15 marks Note: Marking will be based on total value of Consultancy / Audit Fees of the Projects. Bidder having maximum value will get full marks and others will get in proportion.	20	The Bidders are required to submit the work order indicating the value of the assignment for marking purpose, otherwise it will not be considered for marking purpose.
4	Number of Personnel in the Firm:		
	Total No of Chartered Accountants in Firm Note: Bidder having maximum number of qualified Chartered Accountants as per Firm Constitution Certificate will get full marks and others will get in proportion.	10	Firm Constitution Certificate from ICAI
5	Presentation On Methodology including work plan	15	Power Point Presentation before Authority
	TOTAL MARKS	100	

Based on the above technical scoring the merit list will be prepared and the Bidder with the highest Score will be declared as the Selected Bidder.

3.3 Award of Contract:

Odisha Urban Infrastructure Development Fund will notify the Successful Bidder in writing for signing the Agreement as per **Annexure-3**. The successful Bidder will be requested to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the Terms of the Contract shall be made except by written amendment signed by the Parties. The Selected Bidder have to start the work within 7 days from Award of Contract.

3.4 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of Civil Court of Bhubaneswar only.

3.5 Responsibility & Support by OUIDF

- The Administrative Officer of OUIDF will designate a staff member to prepare or arrange to prepare and provide all the required necessary details / documents / records / statements / information / explanations etc. to the selected Bidder which will help him for Statutory Audit.
- OUIDF will provide access to a Computer System with Tally ERP 9.1 Software to access the Books of Accounts under OUIDF Funds, access to Printer and required stationery for printing of Books of Accounts and Working Notes and required work space.

3.6 Responsibility of Selected Bidder

- Selected Bidder shall arrange for its own Laptop and related accessories for its Audit Personnel and printing and stationery for preparation and submission of Audit Reports and related Documents.
- All other costs and expenses related and incidental to the conducting of Statutory Audit and preparation and submission of the Statutory Audit Reports shall be borne by the Selected Bidder.

4.0 Objectives and Scope of Work of Statutory Audit

4.1 Objectives of Statutory Audit

- (i) Enable the Statutory Auditor to provide a professional opinion on the Books of Accounts and Financial Statements of OUIDF Funds. These would include Receipt and Payment, Income and Expenditure, Balance Sheet, Bank Reconciliation Statement, Statement of Expenditure and Utilisation Certificates etc.
- (ii) Enable the Statutory Auditor to make specific observations on the effectiveness of the overall Financial Management Arrangements including the system of Statutory Controls as documented in the Fund Management Guidelines, MOU's and various Guidelines for specific funding, especially Guidelines provided by KfW, Germany by MoUD, Govt. of India.

4.2 Scope of Work

The Chartered Accountant Firms selected for Statutory Audit of OUIDF Accounts of both OUIDF Funds shall take into consideration the following aspects with respect to the Financial Year under review:

- i. All the required Books of Accounts and necessary supporting Documents (vouchers, bills, receipt and registers) have been kept both manually as well as in Tally ERP 9.1 Accounting Software in respect of all transactions OUIDF Funds & that clear synchronisations exists between Accounting Records, Accounts Books and the Financial Reports.
- ii. The Financial Reports and Utilisation Certificates (UCs) submitted by OUIDF to the Government are in agreement with the Funds received for OUIDF and the UC Register and Books of Accounts.
- iii. Verification of all vouchers and supporting documents with respect to the proper sanction and approval by Competent Authority according to the Delegation of Financial Powers and compliance to Laws and prescribed Guidelines.
- iv. Verification of entries in the Books of Accounts (Cash Book, General Ledger, Cheque Issue Register, Grants Received Register, Salary Register, Attendance Register, etc.) in respect of Receipts and Expenditure of OUIDF. Where ever required the auditor may suggest to OUIDF to pass the rectification entries if any.
- v. To provide recommendations for strengthening of Statutory Controls and other Financial Accounting and Reporting Practices in accordance with Best Practices.
- vi. Examination of Utilisation of Funds received from Government of Odisha during the Financial Year under review.
- vii. Examination of category-wise Income Accrued, Income Received and Receivables Reconciliation.
- viii. Examinations of Statutory Payments are made within the scheduled period, reconciliations and compliances viz.
 - a) Tax Deducted at Source with appropriate rate on payments made by OUIDF and deposit of the same within the scheduled period
 - b) Filing of quarterly T D S Statement within the due date
 - c) Timely deduction and deposit of Royalty and Cess, if any
- ix. Examine whether there is any outstanding demands from any Competent Authority against OUIDF as on the Balance Sheet date.
- x. Tax Audit for the Assessment Year relevant to the Financial Year 2023-24 to 2025-26.
- xi. Filing of Income Tax Return for the respective Financial Years.

4.3 Deliverables, Timelines and Payment Scheduling:

	Deliverable/ output	Timeline for Submission of Report	Fees Payable
Financial Years 2023-24 to 2025-26	1. Audit Report of each Financial Year based on the Scope of Work along with Draft Financial Statements of OUIDF Funds for the relevant Financial Year	• Audit Reports for OUIDF to be submitted within 30 days from end of each Financial Year.	Within 15 days from receipt of relevant Deliverable by OUIDF

A default / delay of 15 days from the due date to deliver the outputs as specified above will lead to penalty provision of deduction of 1.0% of the remuneration / fees payable for the respective deliverable / output for the delay of every 15 days up to a maximum of 5 %. If it is observed that the delay is not due to reasons attributable to the CA Firms then penalty can be waived.

The Statutory Auditor is required to submit the following Reports for each of the relevant Financial Year for OUIDF Funds:

1. Bank Reconciliation Statements for all the Bank Accounts
2. Trial Balance
3. Receipt and Payment Statement
4. Income and Expenditure Account
5. Balance Sheet
6. Relevant Schedules & Annexure as per requirement

The Statutory Auditor also required to prepare & Submit / File the following:

- (i) Tax Audit Report
- (ii) Income Tax Return

(ANNEXURE – 1)

PROPOSAL

5.1 Format for Covering Letter

(On the letterhead of the Firm)

[Location, Date]

From:

[Name of Bidder with Complete Address of Communication]

To,
The Secretary, OUIDF & DMA & Special Secretary to
Govt., H&UD Dept., Govt. of Odisha
Odisha Urban Infrastructure Development Fund (OUIDF)
State Urban Development Agency Campus,
1st Floor, Plot No. 172, Viveknanda Marg,
Bhubaneswar-751014, Odisha

Sub: RFP Notice No. _____, Dated: _____

Dear Sir,

We refer to your Notice no _____ for Hiring Services of CAG Empanelled Chartered Accountant Firms for Appointment as Statutory Auditors for Odisha Urban Infrastructure Development Fund (OUIDF).

Having fully studied and understood the Tender Document and its Accompaniments and the details therein, I / We hereby submit the application for qualification for the above assignment.

We hereby confirm that:

1. All information provided in the Technical Qualification Statement and in the attachments are true and correct.
2. We offer to provide the service within the Fees quoted by us in the Financial Quote of the Proposal.

We understand that the Final Bids by Firm(s) will be subject to verification of any and all information submitted in the Tender. We also understand that OUIDF reserves the right to amend, alter or vary the scope and terms of the Bid.

We hereby irrevocably waive any right at any stage at law or howsoever otherwise arising to challenge, question or delay in any decision taken by OUIDF in selection process.

Yours sincerely,

Signature
For and on behalf of

I remain,

Yours sincerely,

Authorized Signatory [*Signature with Date and Seal*]:

Name and Title of the Signatory: _____

Enclosure: We are enclosing the following Forms & Supporting Documents for our Technical Evaluation

Form-1: Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.

Form-2: Financial Turnover of the CA Firm for the last three Financial Years

Form-3: Similar Assignments undertaken for the last 10 (ten) years indicating only 5 best Assignments in each category

5.2 FORM - 1

(On the Letterhead of the Firm of Chartered Accountants)

(On the Letterhead of the Firm: Lead Partner of the Firm, Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.)

- A. Year of Registration with ICAI:**
- B. Firm Registration Number with ICAI**
- C. CAG Registration Number:**
- D. Location of HO with Address:**
- E. Branch in Odisha with Address:**
- F. Total Number of Chartered Accountant in Firm as per ICAI:**

(Copy of Registration Certificate, PAN Card, Service Tax Registration Certificate, Empanelment No with CAG, Certificate of Practice shall be attached)

FORM - 2

Financial Turnover of the CA Firm during the last three years

(Amount in INR)

Sl. No.	Year	Turn Over	Net Worth
1	2020-21		
2	2021-22		
3	2022-23		
Average Annual Turnover & Net Worth for the last three Years			

(Please provide the copies of the Balance Sheet and Profit Loss Statement for the corresponding period along with the pre-qualification proposal)

Authorized Signatory [In full and initials]:

With Seal and date

5.3 **FORM - 3**

A. Similar Assignments Undertaken for the last 10 (ten) years with only 5 Best Projects in each Category

Experience in Statutory Audit of Govt. Dept., Development Authorities, Govt. Trusts & Societies, ULBs etc.

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at Page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

B. Other Organisation Experience (Concurrent Audit of Banks /Financial Institutions, PSUs)

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

Authorized Signatory [*In full initials and Seal*]

Note: Please attach copies of the work order/contract issued by competent authority from the client in support of documentary proof.

6. Annexure – 2

The selected Bidder has to enter with an Agreement with following conditions:

AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the day of of 2018 between **The Secretary, OUIDF and DMA & Special Secretary to Govt., H&UD Dept., Govt. of Odisha** (hereinafter called the “Client”), or the First Party

AND

The, Chartered Accountants,, hereinafter called the “**Consultant**” (which expression shall unless excluded by or repugnant to the subject for context, include his successor in office and assigns hereto called the “ Second Party”) of the other part.

WHERE AS

- (a) the Firm of Chartered Accountants, having represented to the “Client” that it has the required professional skills, personnel and technical resources, has offered to provide required services in response to the Tender Notice No. 20/OUIDF-27/2013, Dt: 09.01.2024 issued by the Client;
- (b) the “Client” has accepted the offer of the Firm of Chartered Accountants to provide the services on the terms and conditions set forth in this Contract.

WHEREAS **OUIDF** has decided to engage the **Consultant** for appointment as Statutory Auditor for conducting the Statutory Audit of Books of Odisha Urban Infrastructure Development Fund (OUIDF) for the Financial Years 2023-24 to 2025-26.

NOW IT IS HEREBY AGREED BETWEEN the parties as follows:

- 1. THAT the **Consultant** shall start the services on.....the start date) and complete them by..... (the end date) unless and until the date is extended and the agreement is terminated earlier in accordance with it’s terms and conditions.
- 2. THAT, the payment under this agreement shall not in any circumstance exceed Rs. 65,000/- for each year with Goods & Services Tax to be paid separately as applicable.
- 3. THAT, the time shall be of the essence as records the performance by the Consultant of its obligations under this agreement.

GENERAL CONDITIONS OF AGREEMENT

A. Definitions

As specified in Para 2.1 of the RFP

B. 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 “**Client**” and the **Consultant**. The **Consultant**, subject to this Agreement, have complete charge of Personnel for, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

C. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this agreement 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 special condition.

D. Commencement, Completion, Modification and Termination of Agreement

- (i) This Agreement shall come into force and effect on the date (the “Effective Date”) of the “**Client**’s notice to the Consultant instructing the **Consultant** to begin carrying out the services.
- (ii) The **Consultant** shall begin carrying out the services not later than 7 (seven) days after the effective date.
- (iii) Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, shall be made by written Agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (iv)
 - **Termination for Default.** **Client / Consultant** may, without prejudice, to any other remedy for breach of Agreement, by prior written notice of default sent to the **Consultant**, terminate the work in whole without assigning any reason if
 1. the **Consultant** fails to deliver any or all of the obligations within the time period(s) specified in the agreement, or any extension thereof granted by **Client / Consultant** designated in this behalf,
 2. the **Consultant** fails to perform any other obligation(s) under the Agreement,
 3. if the **Consultant** is in material breach of the representation and warranties contained in this agreement,
 - If the Consultant shall not start the work within 15 (fifteen) days from date of allotment of the work without intimating the reason of delay of work to the **Client**, then the Agreement will automatically stands cancelled and the said work will be allotted to other Bidders as per decision taken by committee members.

E. OBLIGATIONS OF THE CONSULTANT

a) Obligation

The Consultant shall perform all its obligations under this Agreement (including the provision of Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

b) Sub-Consultant

The **Consultant** shall not be sub-contracting any of its obligations under this Agreement.

F. SETTLEMENT OF DISPUTE

Dispute if any shall be discussed and mutually settled as far as practicable and in case of disagreement, the same shall be referred to the Board of Trustees of OUIDF or Designated Officer. After referring to the Board of Trustees of OUIDF or Designated Officer if the said dispute is not solved, the parties may seek intervention of the civil court subject to Bhubaneswar jurisdiction only.

G. SUPPORT BY OUIDF

As specified in Para 3.5 of the RFP

H. TERMS OF REFERENCE

Objectives and Scope of Work of OUIDF Audit

As specified in Para 4.1 and 4.2 of the RFP

I. DELIVERABLES, TIMELINES AND PAYMENT SCHEDULING:

As specified in Para 4.3 of the RFP

IN WITNESS WHEREOF the parties hereto have set their seal and signature on the day and year first above written.

Signed by Officer acting, in the premises for and on behalf of the **OUIDF**

Signed by Officer acting, in the premises for and on behalf of the **Consultant**

Signature

Signature

Name

Name

Designation & Seal

Designation & Seal

Date:

Date:

Witness 1:

Witness 1:

Witness 2:

Witness 2: