



# **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

## **TENDER DOCUMENT**

**No. NIBMG/Stat. Audit/2023-24/008**

**Date: 07.07.2023**

**Engagement of Chartered Accountant for Statutory Audit**

**July, 2023**

**CRITICAL DATE SHEET**

**No. NIBMG/Stat. Audit/2023-24/008**

**Date: 07.07.2023**

**Published Date**

**07-07-2023 (06.00 PM)**

**Bid Document Download / Sale Start Date**

**08-07-2023 (09:00 AM)**

**Bid Submission Start Date**

**08-07-2023 (09.00 AM)**

**Bid Submission End Date**

**28-07-2023 (01.00 PM)**

**Technical Bid Opening Date**

**28-07-2023 (03.00 PM)**



## National Institute of Biomedical Genomics

P.O.: N. S. S., Kalyani – 741251, Nadia, West Bengal

No. NIBMG/Stat. Audit/2023-24/008

Date: 07-07-2023

### Engagement of Chartered Accountant for Statutory Audit

National Institute of Biomedical Genomics (NIBMG), Kalyani invites **sealed tender** in the Institute's prescribed form (Part-A: Technical Bid and Part-B: Financial Bid) from reputed, chartered firm for conducting statutory audit of National Institute of Biomedical Genomics at Kalyani, West Bengal for its Statutory Audit for the three Financial Years (i.e. for 2023-24, 2024-25 & 2025-26) in accordance the terms & conditions, scope of work listed below: -

SL. No.	Name of the work	Estimated Cost (₹) [Excluding GST]	Earnest Money (₹)
1.	Engagement of Chartered Accountant for Statutory Audit	40,000/-	800/-

Earnest Money Deposit may be deposited by e- transfer directly to the Institute Account No- 0579050053288, AC/ Name: NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, Bank: Punjab National Bank, Branch: Kalyani, IFS Code: PUNB0057920, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.

(Note: As per Rule 170 of GFR "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation." are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 3 years from being eligible to submit Bids for tenders with National Institute of Biomedical Genomics.)

Bid shall remain valid for a period of **90** days after the deadline date specified for submission.

Intending Bidders may visit the Institute website [www.nibmg.ac.in](http://www.nibmg.ac.in) as well as the e-publishing portal [<https://eprocure.gov.in/epublish/app>] to download the tender document, other details and any revisions or corrigendum.

Key dates: - As mentioned in the NIBMG Website and e-publishing portal.

Financial Bid should be submitted in a separate cover.

#### A. Eligibility Criteria/Pre-qualification, the firm must be:

1. The CA firm must be continuously empanelled with CAG for a period of at least the last three years.
2. The firm must have at least 03 (three) years' experience in conducting the statutory audit of various Government Organization / Educational Institutes /Government Autonomous Bodies / Public Sector undertakings etc.
3. The firm should have a minimum of one FCA on the date of application."
4. The Bidding Firm must have their office in Kolkata/Kalyani.

#### B. Other instruction, terms & condition: -

1. The firm will have to ensure that all audits are conducted in accordance with Standard Auditing Practices.

2. The contract for CA will be initially for one year (i.e. for Financial Year: 2023-24) & extendable for a further two years (i.e. for Financial Year: 2024-25 & 2025-26) subject to the satisfaction of the Institute.
3. At all times the Institute shall have the right, with or without giving any cause, to terminate the engagement of CA Firm by giving written notice.
4. The Institute reserves the right to accept / reject any or all bids in part or all without assigning any reason thereof.
5. The acceptance of tender will rest with the competent authority of NIBMG, Kalyani and reserves the right to reject any or all the tenders received without assigning any reason. The decision of Tender Evaluation Committee will be final in case of any dispute during Tender Opening process. All tenders, in which any of the prescribed conditions either not fulfilled or incomplete in any respect are liable to be rejected.
6. On acceptance of tender, the name of the accredited representative(s) of the Firm who would be responsible for taking instructions from the competent authority shall be intimated to the Institute.
7. In case the date for opening of Technical & Financial Bid happens to be a holiday then these will be opened on the next working day at the same time & venue.
8. Escalation charges shall not be accepted on any grounds during the pendency of contract.
9. If the job is refused by the firm or not executed after accepting the condition of the tender/ work order, at any point of time, the security deposited will be forfeited in full or in part at the discretion of the Institute and further action as deemed fit will be taken.
10. The Criteria of selection shall be on the Highest Scorer (H-1) of Technical Bid & Financial Bid shall be awarded the work.
11. In case of any dispute arising under this agreement, the Director, National Institute of Biomedical Genomics, Kalyani would act as an Arbitrator and his decision shall be final and binding.
12. The agency shall not sublet/ sub-contract the work or any part of the work, to any other party.
13. All disputes will be settled within the jurisdiction of Kolkata High Courts.

**C. Scope of Work:**

1. Checking and verification of all books of accounts including other subsidiary registers, financial transactions (income & expenditure and Receipts & Payments), reconciliation as per the accounting principles.
2. Checking and verification of Grants, including Project(s), certification / attestation of its Utilization Certificate (UC) & Statement of Expenditure (SoE).
3. To carry out Statutory Audit & submit the certified audit report including annual accounts / financial statements to the Institute.
4. Foreign Exchange transactions and FERA related compliance including issue of 15CB, where applicable.
5. Any other work / updation related to accounts & audit.

**D. Fees Payable:**

Minimum consolidated fees for the assignment mentioned on the Financial bid is ₹ 40,000/- p.a. (INR Forty Thousand only) plus applicable Goods & Service Tax. Travelling & Conveyance to be reimbursed as per actual. Therefore, the technically qualified firm who will quote the audit fees lesser than the minimum amount mentioned in this para will be automatically disqualified."

**E. Bidder has to submit duly filled & signed integrity PACT form with bid document.**

## PART-A TECHNICAL BID

(To be submitted on Letter-Head of the firm)

### Engagement of Chartered Accountant for Statutory Audit at NIBMG, Kalyani

1	Name of the firm (in Capital letters)	
2	Status of the Firm Partnership, Sole Proprietorship :	
3	Address of the Head Office Address of the branch office (if Any)	
4	Office Telephone No.	
5	Office Fax No	
6	Email & alternate email.id	
7	Mobile No's.	
8	PAN No. of the firm (Self-attested copy to be attached)	
9	Goods & Service Tax No. of the firm (Self-attested copy to be attached)	
10	Firm Registration Number (FRN) with ICAI	
11	Date of constitution of the firm	
12	Empanelment number with CAG	

13	Period of Enplanement with CAG which should be 3 years ( proof of continuous Empanelment for the first year and the current Financial year) <b>(Self-attested copy to be attached)</b>	
14	No. of FCA's with firm	
15	Total employees strength available for the work.	
16	Experience (in years for conducting audit of Government Organization / Educational Institutes / PSU / Autonomous bodies).	

### UNDERTAKING

I / We the sole proprietor/partners of M/s \_\_\_\_\_ Chartered Accountants do hereby jointly and severely verify and declare: -

- a) that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there had been suppression of material information, the firm would not only stand disqualified from the allotment, but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulations framed thereunder.
- b) that the firm proprietor or partners have not been debarred or cautioned by ICAI during the last three years (if cautioned give details);
- c) that the firm accepts / fulfills all the terms and conditions attached with the application.

**Place: -**

**Date:-**

**Signature of the Proprietor/ authorized Signatory:**

**Name & Designation with rubber seal:**

## Technical Evaluation Criteria and Scoring Scheme

Criteria	Scoring	Max. Points	Documentation	Specify the Page No.
1. Long standing of the firm	Firm with the oldest registered with ICAI will be allotted the highest points and that will be considered the base point for calculation of points of other firms.	20	Date of Constitution of the firm as evidenced from the firm constitution certificate issued by ICAI	
2. Turnover of the firm for the last three Financial years	Firm with highest turnover will be allotted the highest points and that will be considered the base point for calculation of points of other firms.	30	“Turnover” would mean the professional fee earned excluding GST and traveling, if billed separately. Self-attested Audited Balance Sheets for the be supported.	
3. Experience and Association of Partners.	a) 01 points for each FCA Partner. b) 01 points for two ACA Partner/Staff. c) 01 points for five Article Clerk /Permanent Staff.	25	List of partners with FCA/ ACA, supported by the latest firm constitution certificate issued by ICAI.  Supporting document for Article Clerk /Permanent Staff.	
4. Conducting Statutory Audit of PSU/ Autonomous Bodies Scientific Research/Educational or any other Statutory Body, during the last 05 years	<b>01 points for each Financial Year</b> <b>Note:</b> Audit in <i>same organisation shall be counted as one.</i>	25	List of the clients audited by the firm with appointment letter/ other supported evidence	
	Total	100		

**# The firm securing 70 or more marks (out of 100) in technical bidding will only be eligible for the next stage of financial evaluation.**

Note: All the documents being furnished must be self-attested as “True Copy”, with official seal and signatures of the Authorised person.

Date:  
Place:

Signature .....  
Name .....  
Seal of the Organisation .....

**SELF DECLARATION**  
**(On Letter head of the Firm)**  
**(To be enclosed with the Technical Bid)**

The Director  
National Institute of Biomedical Genomics,  
Kalyani

**Subject: Declaration** - Engagement of 'Statutory Auditors' for 'National Institute of Biomedical Genomics, Kalyani.

Dear Sir,

**1.** In response to the Tender Document for appointment as "Statutory Auditors" of the National Institute of Biomedical Genomics, Kalyani I/We hereby declare that presently our company/ firm ..... is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body.

**2.** We further declare that presently our company/ firm (name of the Firm.....) is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/Central Government/ PSU/ Autonomous body on the date of Bid Submission including violation of relevant labour laws.

**3.** If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Date:  
Place:

Signature .....  
Name .....  
Seal of the Organisation .....



## Format of Integrity Pact

### INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as “The Principal”.

And .....herein referred to as “The Bidder/Contractor.”

#### Preamble

The principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

#### Section 1: Commitments of the Principal:

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.
- d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

#### Section 2: – Commitments of the Bidder(s)/Contractor(s)

- a) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned.

### Section 4 – Compensation for Damages

- (a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

- (a) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other

Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (a) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (c) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration: -This Pact begins when both parties have legally signed it.

It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, National Institute of Biomedical Genomics.

Section 9 – Other provisions

- (a) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.
- (b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement on their original intentions.

\_\_\_\_\_

\_\_\_\_\_

(For & On behalf of the Principal)  
(Office Seal)  
Place.....  
Date.....

(For & On behalf of Bidder/Contractor)  
(Office Seal)  
Place.....  
Date.....

Witness 1: (Name & Address):

\_\_\_\_\_

Witness 2: (Name & Address):

\_\_\_\_\_

**PART-B FINANCIAL BID**

**Engagement of Chartered Accountant for Statutory Audit at NIBMG, Kalyani**

**PROFORMA FOR FINANCIAL BID**

<b>Particular</b>	<b>Annual (yearly) Fee (In INR ₹)</b>
Engagement of Chartered Accountant for Statutory Audit	

(The above rates shall remain valid for a period of 03 (three) Financial Year: - 2023-24,2024-25 & 2025-26)

The quoted amount will be excluding taxes.

I have carefully read and understood all the terms & condition of the bid document and accept/undertake to abide by them.

Place: -

Date:-