

**TENDER FOR OUTSOURCING OF CA FIRM FOR
CLEARANCE OF CURRENT LIABILITIES &
PROVISIONS AND ADVANCES GIVEN TO NGOs**

**NATIONAL COMMISSION FOR WOMEN
4, DEEN DAYAL UPADHAYAYA MARG
NEW DELHI -110002**

**Tel: 011-23238502
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OF CURRENT LIABILITIES & PROVISIONS AND ADVANCES GIVEN TO
NGOs**

THE NATIONAL COMMISSION FOR WOMEN hereinafter referred to as the **Commission** invites sealed tenders from reputed and experienced CA Firms for clearance of current liabilities and provisions and advances given to NGOs.

Eligible CA firms are required to submit the **technical and financial bid separately**. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for clearance of current liabilities and provisions and advances given to NGOs" and should reach NCW before 1500 hrs on or before **5th February 2015**. The technical bids shall be opened on the same day at 1600 hrs at NCW.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from NCW website. The bid security (EMD) of Rs 10,000.00 (Rupees TEN thousand only) should be paid by Demand Draft in favour of **PAO, NCW payable at Delhi**.

Note: the CA Firms interested in bidding may visit the NCW Office on any working day between 1000 hours to 1600 hours from Monday to Friday for any clarifications.

**(S.K. Gupta)
Under Secretary.**

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NGO**

THE NATIONAL COMMISSION FOR WOMEN(NCW) hereinafter referred to as the **Commission** invites sealed tenders from reputed and experienced CA Firms for clearance of current liabilities and provisions and advances given to NGOs.

Eligibility Criteria

1. The firm must be empanelled with the C&AG for the financial year 2014-15 (Documentary evidence to be attached).

2. Firms must qualify following minimum criteria

S.No.	Particulars	Minimum Criteria
1	No. of Full Time Fellow Partners associated with the firm(ICAI Certificate as on 31.3.14 to be attached).	3
2	Turnover of the firm (Average of annual turnover in last three financial years i.e.2011-12, 2012-13 & 2013-14)-In this regard self-certified copies of the Balance Sheet & Profit & Loss Account for the financial years 2011-12, 2012-13 & 2013-14 to be attached)	Minimum Rs.15 lakhs
3	No. of years of Firm's existence as per ICAI Certificate	5 years
4	No. of audit assignments of externally aided projects/social sector projects with professional fees of not less than Rs.10000/- per assignment carried out in the last last three years ending on 31 st December 2014(Copy of appointment letter from audittee organizations to be attached)	4

3. The firm must have its head office in Delhi/NCR.

4. The firm must have valid Pan No. & Service Tax Registration.

Terms of Reference:

Section I: Background

The National Commission for Women (NCW) was set up in 1992 as a statutory apex national level body under the National Commission for Women Act, 1990. Under Section 10(i) of the Act, the Commission participates and advises on the planning process of socio-economic development of women and in the process of accomplishing this mandate, NCW collaborates with NGOs to organize Seminars/ Conferences, Legal Awareness Programme, PMLA and Research & Study etc. and payment for services rendered is given in installments as detailed below:

S.No.	Seminars/Workshops/Conference	Installment	
1	Seminars/Workshops/Conference	1 st	70%
		2 nd & Final	30%
2.	Legal Awareness Programmes (LAP)	1 st	50%
		2 nd & Final	50%
3.	Parivarik Mahila Lok Adalat (PMLA)	1 st	50%
		2 nd & Final	50%
4.	Research Studies	1 st	40%
		2 nd	40%
		3 rd & Final	20%

The first installment is released subject to fulfillment of formalities laid down by the Commission in this regard. The final instalment is released to the NGOs after submission of Utilization Certificate signed by the Chartered Accountant, Audited Accounts of the expenditure alongwith original bills/vouchers of expenditures and the report of the programme by the concerned organization.

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Section II: Objective of Audit/Scope of Work

It has been found that several cases of financial assistance to organizations have been pending on account of non-settlement of the accounts due to receipt of incomplete documents or non-receipt of documents such as utilization certificates, audited accounts, etc. There are approx. 500 such pending cases at present. However, since the settlement

of accounts is an ongoing process, the number of such cases may be reduced in future.

In order to examine and address the outstanding amount of such funding, the CA Firm engaged shall have to carry out the following functions:

1. Firm will prepare the list of NGOs (year wise) who have not submitted the Accounts since 2006-07.
2. Draft letters to be sent to all the NGOs for submission of Accounts along with vouchers as per provision of Sanction Order, follow up and recommend settlement of Accounts if all documents are complete and funds have been utilized for the purpose for which they were given. A Certificate to this effect needs to be given by the CA Firm alongwith the recommendation.
3. Examine each file as per the record, if case is unsettled and if settlement of accounts are required in such cases.
4. Process files of NGO, whose Accounts and other documents have been submitted and recommend settlement of Accounts if all documents are complete and funds have been utilized for the purpose for which they were given. A Certificate to this effect needs to be given by the CA Firm alongwith the recommendation.
5. Process for legal action/blacklisting against the NGOs who did not submit the Accounts within stipulated period.
6. Examine and process the bills/vouchers for the purpose of settlement of accounts and recommend closure of such cases whose accounts have been settled.
7. To process the cases for write off of liabilities and provisions in respect of those NGOs who have not submitted documents for release of second or third instalment.

Information and Conditions relating to Submission

1. Completed sealed quotations superscribed "Tender for clearance of current liabilities and provisions and advances given to NGOs" and accompanied with an EMD of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of demand draft drawn in favour of **PAO, NCW payable** at Delhi may be submitted in the office of NCW or sent by Registered/Speed Post to the National Commission for Women, 4 Deen Dayal Upadhyay Marg, New Delhi-110002 before 1500 hrs on or before **5th February 2015**. The technical bids shall be opened on the same day at 1600 hrs at NCW.

2. The eligible bidders may submit their bids in two bid format – Technical bid and Financial bid. The contents to be included in the Technical bid are given in **Annexure A**. The financial bid must be submitted in the format given in **Annexure B**.
3. National Commission for Women reserves the right to obtain clarification/additional information from the bidders.
4. The National Commission for Women(NCW) reserves the right to accept or reject any or all the offers without assigning any reasons, whatsoever, and may not seek any services from any vendor as a consequence of the advertisement.
5. Tenders not submitted as per the format or submitted after due date will be rejected.
6. Tender bid without EMD as stipulated are liable for rejection.
7. The firms are advised to visit this office to understand the nature of work/quantum of work in its true perspective to avoid any misunderstanding

Evaluation of Bids :

Financial Bids of Only those tenderers who are found to be qualified in the technical bids shall be opened. After opening of the financial bids, the following evaluation criteria shall be adopted:

S.No.	Criteria	Marks	Max Marks
1	The period for which firm is in existence : 5years to 10 years 10 to 15 years More than 15 years	10 15 20	20
2	Turnover : Rs.15-20 Lakhs More than Rs. 20 lakhs but upto 25 lakhs More than Rs.25 lakhs	10 15 20	20
3	No. of full time partners : 3-5 6-8 More than 8	10 15 20	20
4	No. of audit assignments of externally aided projects/social sector projects with professional		

	fees of not less than Rs.10000/- per assignment carried out in the last three years ending on 31 st December 2014		
	4-6	10	
	7-10	15	20
	More than 10	20	
	Financial Bid :		
	L1	20	
	L2	10	20
	L3	5	

TERMS & CONDITIONS:

1. The CA firm will depute at least one qualified and experienced CA on regular basis or atleast thre times a week to work in the present office located at 4 Deen Dayal Upadhyay Marg or in the new premises coming up in Jasola till the work is over.
2. The Earnest Money of unsuccessful bidder shall be returned, without any interest, on finalization of the tender. The earnest money of successful bidder shall be returned on receipt of security deposit. If the successful firm fails to start the work within 15 days from the date of placing the order or fails to deposit security money within 15 days after award of the contract, the EMD shall stand forfeited without giving any further notice.
3. The successful tenderer has to deposit security deposit of Rs.50,000/- within 15 days after the award of contract in the form of Demand Draft from any commercial/nationalized bank in favour of PAO, NCW payable at New Delhi. The security money would be refunded after 60 days of completion of all contractual formalities. No interest will be paid to the firm on security deposit.
4. Moving files out of NCW's office premises will not be permitted in any case.
5. NCW has the right to accept/reject the quotations of any firm without assigning any reason(s) thereof.
6. Decision of the competent authority of the National Commission for Women in all matters of contract shall be final and binding on both the parties – the NCW and the CA firm.

7. The personnel deployed for the work will conduct themselves with utmost discipline. In case any of the personnel is found unfit by NCW, he/she has to be replaced by the CA firm immediately.
8. NCW shall be at liberty at any time to suspend this contract on giving 24 hours notice in writing to the Contractor for breach of any of the terms and conditions of the contract for poor quality, insufficient service or misconduct of the contractor as to which the decision of NCW shall be final and the Contractor shall not be entitled to any compensation by reason thereof.
9. NCW shall be at liberty to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the contractor may suffer by reason of such termination, by giving the contractor 15 days notice in writing. Any such termination shall be without prejudice to any other right of NCW under the Contract.
10. If the Contractor decides to terminate the Contract before the end of the Contract Period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the Agreement without prior notice of 60 days, then the entire security deposit will be forfeited.
11. The CA firm shall maintain all information obtained by it and/or provided by NCW during the actual scrutiny work as strictly confidential.
12. The CA Firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Commission. The Commission shall have no liability in this regard.
13. The CA Firm shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in the Commission. The Commission shall have no liability in this regard.
14. The CA Firm shall be fully responsible for timely payment of wages/salary and any other dues to the personnel deployed in Commission.
15. The personnel provided by the CA Firm will not claim to become the employees of Commission and there will be no Employee and Employer relationship between the personnel engaged by the CA Firm for deployment in Commission.
16. There would be no increase in the fees payable to the CA Firm during the contract period.

17. The CA Firm also agrees to comply with all the Terms and Conditions and amendments thereto from time to time.
18. Decision of Commission in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the CA Firm.
19. In case of any dispute between the Agency and the CA Firm, Commission shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.
20. An Agreement shall be signed with successful bidder as per specimen enclosed.

Payment Terms:

The payment of fees quoted per case shall be made as per details given below:-

(A) Where all the documents are received from NGO:

When the recommendation of CA firm for settlement of the Account of NGO and the release of final instalment of grant, if required, is accepted by the competent authority of NCW; the CA firm has to furnish alongwith his recommendations a Certificate that they have examined all the documents and found them in order with reference to the sanction order and that the funds have been utilized for the purpose for which they were given.

(B) Where No Documents are received from NGO:

When the recommendations of the CA firm for blacklisting of NGO and Recovery Procedure to be adopted are accepted by the competent authority of NCW; the Proposal in this regard shall be submitted by the CA firm mentioning in detail the reasons for their recommendations

Annexure A

**TECHNICAL BID DOCUMENT FOR OUTSOURCING OF CA FIRM FOR
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GIVEN TO NGO**

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1	Name of the Organization	
2	Complete Address of Head Office with Telephone Nos./Fax No., E-Mail Address	
3	No. of Full Time Fellow Partners associated with the firm (ICAI Certificate as on 31.3.14 to be attached). Also Please give the Name, Address & Telephone No. of Partners.	
4	Turnover of the firm (Average of annual turnover in last three financial years i.e.2011-12, 2012-13 & 2013-14)-In this regard self-certified copies of the Balance Sheet & Profit & Loss Account for the financial years 2011-12, 2012-13 & 2013-14 to be attached)	
4	PAN No.(attach self -attested copy of the Pan Card)	
5	Service Tax Registration No.(attach self –attested copy of the Registration)	
6	Firm’s Registration No. with ICAI(attach self –attested copy of ICAI Certificate)	
7	Empanelment No. with C&AG(attach self-attested copy of proof of latest empanelment with CAG for the year 2014-15)	
8	No. of years for which the firm is in existence as per ICAI Certificate.	
9	Details of EMD(DD to be attached with Technical Bid)	
10	Whether your firm has been blacklisted by Govt. Dept/PSUs? An undertaking to this effect is to be attached with the Technical Bid	

11	All the pages of the tender documents are to be signed and furnished alongwith technical bid as a token of acceptance.	
12	No. of audit assignments of externally aided projects/social sector projects with professional fees of not less than Rs.10000/- per assignment carried out in the last last three years ending on 31 st December 2014(Copy of appointment letter from audittee organization to be attached)	
13	Any other information	

DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I/We understand that in case, any deviation is found in the above statement at any stage, I/We shall be liable for disqualification and also liable for forfeiture of EMD and will be blacklisted and will not have any dealing with the Department in future. I/We convey our unconditional acceptance of the terms and conditions as mentioned in the tender documents.

I/We comply with all the statutory requirements as required for carrying out the activity and there is no violation.

(Signature of Tenderer with seal)

Date:

Name:

Seal:

Address:

Phone No (O):

ANNEXURE B

**FINANCIAL BID DOCUMENT FOR OUTSOURCING OF CA FIRM FOR
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GIVEN TO NGO**

FINANCIAL BID

(In separate sealed Cover-II superscribed as Financial Bid)

1. Name of the Party :

2. Address of Head Office with
Telephone No. & E mail Address :

- 3 The cost of providing your services per case as per the scope of work in
the tender:

Particulars	Amount
Fees Per Case	Rs.
Add: Service Tax,	Rs.
Total Fees inclusive of Service Tax	Rs.

(Rupees

.....
.....Only)

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I/We understand that in case, any deviation is found in the above statement at any stage, I/We shall be blacklisted and will not have any dealing with the Department in future. I/We shall be liable for disqualification from the process of tendering besides forfeiture of EMD.

(Signature of Tenderer with seal)

Date:

Name:

Seal:

DRAFT AGREEMENT

This agreement is made on _____ day of _____ Two thousand fifteen between **NATIONAL COMMISSION FOR WOMEN, NEW DELHI**, as one part, hereinafter called 'Commission' and M/s _____, having its registered office at _____

hereinafter called the 'CA Firm' for providing services for 'clearance of current liabilities and provisions and advances given to NGOs ' on the other part.

WHEREAS the Commission is desirous to engage the CA Firm for providing services at its office presently located at 4, Deen Dayal Upadhyaya Marg, New Delhi - 110002 on the terms and conditions stated below:

1. The CA firm will depute at least one qualified and experienced CA on regular basis to work in the present office of NCW located at 4 Deen Dayal Upadhyaya Marg or in the new premises coming up in Jasola at least three times a week till the work is over.
2. The successful tenderer has to deposit security deposit of Rs.50,000/- within 15 days after the award of contract in the form of Demand Draft from any commercial/nationalized bank in favour of PAO, NCW payable at New Delhi. The security money would be refunded after 60 days of completion of all contractual formalities. No interest will be paid to the firm on security deposit.
3. Shifting of files out of office premises is not allowed in any case.
4. Decision of the competent authority of the National Commission for Women in all matters of contract shall be final and binding on both the parties - the NCW and the CA firm.
5. The personnel deployed for the work will conduct themselves with utmost discipline. In case any of the personnel is found unfit by NCW, he/she has to be replaced by the CA firm immediately.
6. NCW shall be at liberty at any time to suspend this contract on giving 24 hours notice in writing to the Contractor for breach of any of the terms and conditions of the contract for poor quality, insufficient service or misconduct of the contractor as to which the decision of NCW shall be final and the Contractor shall not be entitled to any compensation by reason thereof.
7. NCW shall be at liberty to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the contractor may suffer by reason of such termination, by giving

the contractor 15 days notice in writing. Any such termination shall be without prejudice to any other right of NCW under the Contract.

8. If the CA Firm decides to terminate the Contract before the end of the Contract Period, the Contractor has to given an advance intimation of at least 60 days. If the CA Firm terminates the Agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

9. The CA firm shall maintain all information obtained by it and/or provided by NCW during the actual scrutiny work as strictly confidential.

10. The CA Firm shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in the Commission. The Commission shall have no liability in this regard.

11. The CA Firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Commission. The Commission shall have no liability in this regard.

12. The CA Firm shall be fully responsible for timely payment of wages/salary and any other dues to the personnel deployed in Commission.

13. The personnel provided by the Agency will not claim to become the employees of Commission and there will be no Employee and Employer relationship between the personnel engaged by the CA Firm for deployment in Commission.

14. There would be no increase in the fees payable to the CA Firm during the contract period.

15. The CA Firm also agrees to comply with all the Terms and Conditions and amendments thereto from time to time.

16. Decision of Commission in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the CA Firm.

17. In case of any dispute between the Agency and the CA Firm, Commission shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Delhi.

THIS AGREEMENT will take effect from _____ day of

_____ Two Thousand Fifteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in DELHI in the presence of the witness:

NATIONAL COMMISSION FOR WOMEN

Witness: 1.

2.

CA Firm

Witness: 1.

2.