



**KIRORI MAL COLLEGE
UNIVERSITY OF DELHI
DELHI - 110007**

TENDER DOCUMENT

Quotation for conduct of Financial Audit (Forensic) for the abandoned work of Building Extension Project of College



**KIRORI MAL COLLEGE
UNIVERSITY OF DELHI
DELHI - 110007**

NOTICE

Kirori Mal College invites quotation under Two Bids System (Financial Audit (Forensic) from reputed & eligible agencies.

Item	Details / Date
EMD	₹ 2,000/-
Tender Document Cost	Nil
Bid Document Download Starts Date	20.09.2016
Bid Submission Start Date	20.09.2016
Bid Submission End Date	14.10.2016 at 2:00 p.m.
Bid Opening Date	14.10.2016 at 3:00 p.m.

Notes:

- (i) All details regarding the subject tender are available on our websites www.kmcollege.ac.in. Any change/ modification in the Tender Enquiry/ Tender Document will be intimated through above website only. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.

PRINCIPAL

SECTION I
INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	₹ 2,000/- (Rupees Two Thousand Only) in the form of Fixed Deposit Receipt (FDR) in favour of Principal, Kirori Mal College, Payable at Delhi valid for a period of six months.
Cost of Tender Form (Non-Refundable)	Nil
Completion period	15 days (Fifteen Days) from the date of award letter
Issue of Tender Document	Tender Document may be down- loaded from the Kirori Mal College website www.kmcollege.ac.in as per the schedule.
Bid Submission Start Date	20.09.2016
Bid Submission End Date and Time	14.10.2016 at 2:00 p.m.
Technical bid Opening Date and Time	14.10.2016 at 3:00 p.m.

INTRODUCTION

- 1.1 Quotation are invited in two Cover System – (Technical & Financial Bid) from reputed & eligible agencies for
“Conduct of Financial Audit (Forensic) for the abandoned work of Building Extension Project of College”.
- 1.2 Tender Document may be downloaded from the College website **www.kmcollege.ac.in** as per the schedule.

2.0 Scope

The Work order consists of:

Financial Audit (Forensic)

1. To ascertain procedure discrepancy in appointment of agency viz, Contractor, Architect.
2. To identify the procedural control gaps led to discrepancies.
3. To verify the validation of the work certified by the agencies through interaction with relevant technical team.
4. To quantify the financial loss to college due to improper awarding of contracts.
5. To analyse the report of Technical Expert on the above matter.
6. To ascertain the financial impact on account of discrepancies observed in above, if any containing support if and when needed at various levels.

Pre Bid meeting: Agencies can see the record of works of Building Extension project on 30.09.2016 at 2:00 p.m. to familiarize themselves of the scope of work.

3.0 Definitions:

- 3.1 KMC means Kirori Mal College
- 3.2 Employer means the Principal, KMC, University of Delhi and his successor
- 3.3 Agency means the proprietary firm, partnership firm, limited company private or public or corporation or any other legal entity who submits its bid in response to the tender.
- 3.4 “Year” means “Financial year” unless stated otherwise.

4.0 Who can apply:

- 4.1 If the quotation is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 4.2 If the quotationer is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

- 4.3 If the quotationer is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- 4.4 The quotationer should be able to support the college during litigation and court appearances if the need arises for which nothing extra will be paid. This condition will be binding for the agency selected for award of work.

5.0 Bid Submission:

- 5.1 "Technical Bid" shall comprise of all documents as per clause-7
- 5.2 Financial Bid shall comprise of the price bids of the items included in Section IV.
- 5.3 Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
- 5.4 Conditional tenders will not be accepted.
- 5.5 Agencies are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the submission of the bids.
- 5.6 Quotationer who has downloaded the tender from the Kirori Mal College website www.kmcollege.ac.in, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Delhi University.
- 5.7 Intending quotationer are advised to visit again Kirori Mal College website www.kmcollege.ac.in at least 1 day prior to closing date of submission of quotation for any corrigendum / addendum/ amendment.

6.0 Eligibility Criteria

The formats for the documents to be submitted, with Technical bid, are placed at Section-II:

- 6.1 Letter of Transmittal and Tender Acceptance Letter (as per Annexure – A)
- 6.2 Legal status of the company/organization with legal proof along with copies of the original documents such as Income tax registration, service tax registration, Vat registration, etc (as per Annexure B)
- 6.3 The bidder should submit balance sheet of last 3 consecutive financial years, duly certified by a Chartered Accountant, along with copies of audited profit and loss account of last three years (as per Annexure C) i.e. (2013-14, 2014-15, 2015-16).

- 6.4 An affidavit declaring that the bidder has not been black listed in the last 3 years.
- 6.5 The bidder will have to furnish the information regarding the Performance Report of works of similar nature mentioned in the clause 7.5, completed during the last three years ending last day of the month of March 2016 (as per Annexure E).

7.0 Evaluation Criteria:

7.1 The evaluation criteria will consist of three stage scrutiny as given below:

7.1.1 Initial eligibility criteria

Initial eligibility criteria will be evaluated as per the clause 6.0

7.1.2 Evaluation of Technical bid

7.1.3 Evaluation of Financial bid

7.2 Technical bid Evaluation:

7.2.1 Only those Bids which qualify in the initial eligibility criteria will be evaluated technically as specified in Annexure G.

7.2.2 Even though any bidder may satisfy the above requirements, the bidder would be liable to disqualification if the bidder has:

7.2.2.1 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

7.2.2.2 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

7.3 Opening of Financial bid and evaluation:

After, the Technical evaluation of the bids, the Kirori Mal College will open the 'Financial Bids', of all the bidders who have been found qualified in the Technical bid evaluation, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. **The lowest financial bid with respect to all the items evaluated together shall only be considered for award.**

8.0 Earnest Money Deposit and Cost of Tender Document:

8.1 The Earnest Money (EMD) in the shape of Demand Draft favouring Principal, Kirori Mal College, payable at Delhi **Rupees Two Thousand** be enclosed with the technical bid.

8.2 Bidders with no earnest money deposit will be summarily rejected. In case of successful bidder of the financial bids, the earnest money deposit will be returned.

8.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

9.0 Financial Bid:

- 9.1 The bidder shall quote consolidated rates in Indian rupees (INR). The rates quoted in schedule quantity are for submission of report completed in all respect.
- 9.2 The Work Contract Tax/Turnover Tax/Income Tax/Labour Cess shall be deducted at source at the rate that will be in force from time to time.

10.0 General information:

- 10.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. **The quotationers are cautioned that supply for incomplete information called for in the application forms or deliberate suppression of any information may result in the quotation being summarily disqualified. Quotations received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.**
- 10.2 Quotationer’s acceptance letter must be signed by the authorized signatory of the bidder with seal.
- 10.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal and tender acceptance letter.
- 10.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the quotationer should be signed by officer of the client organization.
- 10.5 The quotationer may furnish any additional information which is necessary to establish the capabilities to successfully complete the envisaged work. The bidder, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the Kirori Mal College.
- 10.6 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render the bidder liable to be prohibited from tendering/taking up of any work in Kirori Mal College.
- 10.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the Kirori Mal College to work simultaneously. The decision of the Kirori Mal College in case of any dispute between the different agencies appointed by the Kirori Mal College shall be final and binding.

- 10.8 The quotationer will have to enter into regular agreement on the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 10.9 Income tax, Works Contract Tax and any other tax at the rates in force from time to time shall be recovered/deducted from the agency.
- 10.10 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the Kirori Mal College shall be communicated in writing to the Principal.
- 10.11 If the quotationer obtains a contract with Kirori Mal College as a result of wrong tendering or other non-bonafide methods of competitive tendering, the Kirori Mal College reserves the right to terminate the contract without any liability to the contractor.
- 10.12 Without prejudice to any of the rights or remedies under this contract if the quotationer dies, the Kirori Mal College shall have the option of terminating the contract without compensation to the legal heir of the contractor.
- 10.13 Escalation: Price quoted shall be firm and no escalation will be allowed on any account.
- 10.14 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent/purchase order. The necessary fess, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 10.15 The Kirori Mal College reserves the right, without being liable for any damages or obligation to inform the bidder, to:
- (a) Amend the scope and value of contract to the bidder,
 - (b) Reject any or all the applications without assigning any reason.
- 10.16 Any effort on the part of the quotationer or his agent to exercise influence or to pressurize the Kirori Mal College would result in rejection of his bid. Canvassing of any kind is prohibited.

11.0 Final decision making authority

The Kirori Mal College reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the Kirori Mal College to the bidder(s).

12.0 Summary Rejection of tender:

- 12.1 The quotations not accompanied with Earnest Money Deposit, will be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

13.0 Other Conditions:

- 13.1 The Kirori Mal College reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 13.2 The Kirori Mal College has the power to make alteration in, omission from, addition of or substitution for the original specifications.
- 13.3 The Kirori Mal College reserves the right to place orders for additional quantities during validity of rates of the successful bidder.

14.0 Amendment of tender document:

- 16.1 Before the deadline for submission of tender, the Kirori Mal College may modify the tender document by issuing addendum/corrigendum.
- 16.2 Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the Kirori Mal College website (www.kmcollege.ac.in).

15.0 Validity of Tender:

- 15.1 **Sixty days** from the date of opening of tender. During the period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.
- 15.2 The rates of successful bidder will be valid for a period of Sixty days from the last date of submission of bids.

16.0 Payment Terms

- 16.1 Payment will be made by Kirori Mal College in Indian Rupees to the agency after the complete submissions of report, is made and accepted by the Kirori Mal College.
100% payment within four weeks of submission of report complete in all respect after deduction of tax as indicated at clause 10.9.

17.0 Delay and Non Conformance

- 17.1 If the agency fails to submit the report with in the period specified in the Purchase Order, Kirori Mal College shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum for delay until actual delivery. The penalties will be maximum of 10% of the contract amount/awarded value.

18.0 Arbitration and Settlement of Disputes:

- 18.1 Kirori Mal College and the agency shall make every effort to resolve any difference or dispute arising between them under or in connection with the KMC's purchase order, amicably by direct informal negotiation.

18.2 If after thirty (30) days from the commencement of such informal negotiations, KMC and the agency have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

18.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the satisfactory submission of report or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Chairman, Kirori Mal College.

18.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the quotationer is specifically directed by Kirori Mal College to desist from working in this behalf.

18.2.3 The venue of arbitration shall be Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India.

18.2.4 It is also a term of contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

19.0 Force Majeure

For purpose of this Clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the agency shall promptly notify the KMC in writing of such conditions and the cause thereof. Unless otherwise directed by the KMC in writing, the Agency shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event(s).

SECTION II
INFORMATION REGARDING TECHNICAL
ELIGIBILITY (Annexure A to I)

LETTER OF TRANSMITTAL

From:

To

The Principal

Kirori Mal College
University of Delhi
Delhi

Sub: Submission of Quotation Document for Conduct of Technical Audit For the abandoned work of Building Extension Project of College

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexures/forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

Signature(s) of Bidder(s) with seal

QUOTATION ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(A) BIDDER PROFILE

1. Name and Address of the bidder
2. Telephone no./Fax no.
3. Legal status of the bidder (attach copies of original documents defining the legal status)
 - A proprietary firm
 - A firm in partnership
 - A limited company or corporation
 - Any other relevant document
4. Particulars of registration with various Government Bodies
5. Year of existence in this field
6. Income Tax Registration, Service Tax Registration, (Attach Copies)

Signature(s) of Bidder(s) with seal

Annexure C

Strength of Firm
FINANCIAL INFORMATION

1) **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Item	2013-14	2014-15	2015-16
Annual turnover			

Signature of Chartered Accountant with seal

Signature(s) of Bidder(s) with seal

Annexure D

**DETAILS OF ALL WORKS OF SIMILAR NATURE
COMPLETED DURING THE LAST THREE YEARS ENDING
LAST DAY OF THE MONTH MARCH 2016**

S.No.	Name of Work/ and location	Name of the Organization	Value in Lacs of Rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Names and address/telephone number of officer to whom reference may be made	Remark
1	2	3	4	5	6	7	8	9

i. "Value" shall mean gross value of the completed work. This should be certified by an officer of the client organization on their letter-head.

ii. Project completion certificate shall be attached.

Signature of
Bidder(s) with seal

Client Satisfaction Report

M/s
had worked on (Name of Project)
Of this organization as
..... and the performance of was
found to be (Very Good /good /Satisfactory/
Unsatisfactory).

Signature.....

Name.....

Designation.....

Name of the organization

.....

Address.....

.....

(Pl. affix seal)

Completion Report

M/s

.....
..... had worked on (Name of
Project).....
....starting Date, stipulated date of completion
....., Actual completion date
..... And extension of time was granted without levy of
compensation / with levy of compensation on
.....
(Contractor / Supplier).

Signature.....

Name.....

Designation.....

Name of the organization.....

.....

Address.....

.....

.....

(Pl. affix seal)

Annexure G

Detail of Technical & Administration personnel to be deployed for the work

S. No.	Designation	Total number	Number available for this work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								

Signature (s) of Bidders (s) with seal

Financial Audit (Forensic)

1. The Chartered Accountancy firm should have experience of Forensic auditing for National & International clients.
2. They should submit details of Forensic audit conducted by them during last 3 years or before.

SECTION III

FINANCIAL BID

Financial bid in respect for the abandoned work of Building Extension Project of College.

S.No.	Description	Consolidate rate in figures to be entered by the bidder
1.	For Conduct of Technical Audit	

Date:

Signature of Bidder

CHECK LIST

S. No.	Description	Page No.	Remarks, if any
1	Cost of the tender document Nil		
2	EMD (Rs. 2,000/-)		
3	Annexure – A (letter of transmittal) & tender acceptance letter		
4	Annexure – B (Profile)		
5	Annexure – C (P & L A/c, turnover)		
6	Annexure – D (Orders)		
7	Annexure – E (Performance Reports)		
8	Annexure – F (Completion Reports)		
9	Annexure – G		
10	Not-Blacklisted Affidavit		
11	Financial Bid (Section IV)		