



220/RFP/Statutory Audit/2016

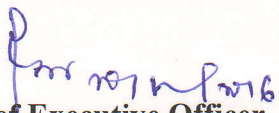
20.12.2016

## NOTIFICATION

In continuation of the WBSBB RFP (Request For Proposals) No. 206/RFP/Statutory Audit/2016 dated 22.11.2016, the West Bengal State Book Board is further inviting additional proposals from the Chartered Accountant Firms empanelled with the C&AG, meeting all the conditions in the eligibility criteria listed in the above mentioned RFP No. for carrying out the Statutory Audit of this Organisation for the financial years from 2009-2010 to 2015-2016 as per terms and reference provided in the said RFP.

The indicative time table of the appointment process has been revised as follows, with reference to Sl. No. 5 of RFP document under Document –A, vide Covering letter, published in the earlier RFP No. 206 dated 22.11.2016.

|    |  |                         |
|----|--|-------------------------|
| a) | Last date for receipt of proposals                     | 13.00 hrs of 30.12.2016 |
| b) | Expected date and time of opening of the Financial Bid | 14.00 hrs of 04.01.2017 |
| c) | Expected negotiations/awarding contract                | 14.00 hrs of 05.01.2017 |
| d) | Assignment to be started by                            | 13.01.2017              |

  
Chief Executive Officer  
Chief Executive Officer  
West Bengal State Book Board

# **WEST BENGAL STATE BOOK BOARD**

## **AQ-13/1, Salt Lake, Sector-V, Kolkata- 700091**

No. 206/RFP/ Statutory Audit/2016

Dated: 22-11-2016

**The West Bengal State Book Board** invites **Request For Proposals (RFP)** from Chartered Accountant Firms empanelled with C & AG and which meet all the conditions in the eligibility criteria listed below for carrying out the statutory Audit for the Financial Year **2009-10 to 2015-16** as per **Terms of Reference** provided in the **RFP**.

**A. Eligibility Criteria:** The Firm must

- a) be empanelled with ICAI for minimum 5 years.
- b) be empanelled with C&AG for 2015 -16
- c) have at least 4 full time fellow partners for a period not less than 3 years continuously (as per certificate of ICAI as on 01-01-2016)
- d) have an average turnover of Rs. 15 lakhs per annum last 3 F. Y.
- e) have carried out in last 3 years at least 4 statutory audits of corporate entities/ autonomous bodies having a turnover of Rs. 10 crores other than Bank Branch Audit &
- f) have at least 4 audit assignments in the Government Organisation / Undertakings/ autonomous bodies.
- g) not be black listed by any PSU, including any of the members of the Firm

**Any firm not satisfying the said minimum criteria need not apply as their proposal shall be summarily rejected.**

**B. Supporting documents:**

- i) Attested copy of Certificate of ICAI [for SI No (a) & c above] & copy of partnership deed.
- ii) A copy of the balance sheet & Profit and Loss accounts for last three years (for sl. no. d above) [with break-up of Audit fee and other fees received]
- iii) Document showing empanelment with C & AG for 2015 ó 16
- iv) Copy of the appointment letters from the Auditee organisations (for SI No e & f above)
- v) Self attested affidavit on Rs. 100/- stamp paper to be given in this regard by the authorized person of the firm (for g above)
- vi) Copy of Income Tax PAN No.
- vii) Copy of S.T. Registration.

***Chief Executive Officer***

# RFP DOCUMENT

## Document A – Covering letter

**From: The Chief Executive Officer  
West Bengal State Book Board**

**To :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Expression of Interest for undertaking Statutory Audit of W.B. STATE BOOK BOARD for the F Y 2009-10 to 2015-16**

Dear Sir/Madam,

1. **WEST BENGAL STATE BOOK BOARD** invites you to submit a proposal for the above assignment in accordance with this **Request for Proposal (RFP) package**.

The **RFP** package consists of the following documents:

Document A: Covering Letter (this document)

Document B: Letter of Acknowledgement

**Document C: Proposal Package consisting of:**

*Section I: Proposal Preparation Instructions including*

*Annex 1: Form of Proposal*

*Section II: Terms of reference*

*Section III: Draft Contract Documents comprising:*

*Section 1: Form of Contract*

*Section 2: General Conditions for Consultancy Contracts*

If any of these documents is missing, please contact the concerned head of office immediately.

2. If you intend to submit the proposal you must send the **Letter of Acknowledgement** (Document B), by post / hand / email, by **02<sup>nd</sup> December 2016**, quoting the assignment title and number.
3. This invitation is to the lead firm. ***You are not permitted to form a consortium with any of the other firms shortlisted to bid for this Assignment.*** The short listed firm must remain in the lead. All other consortium members will be deemed to be associates and **W.B. STATE BOOK BOARD** will contract only with the lead firm.

4. Proposers are advised to adhere to the format for proposal as detailed in Proposal Preparation Instructions (Document C, Section I para 9). You are advised to go through all the instructions carefully before preparing the proposal.
5. An indicative timetable of the appointment process is given below:

| Activity  | Expected Date, time                                |
|---|--|
| <b>Date of pre bid session</b>                                | <i>13.00 Hrs. of 09<sup>th</sup> December 2016</i> |
| <b>Last date for receipt of proposals</b>                     | <i>13.00 Hrs. of 14<sup>th</sup> December 2016</i> |
| <b>Expected date and time of opening of the financial bid</b> | <i>14.00 Hrs. of 16<sup>th</sup> December 2016</i> |
| <b>Expected negotiations/ awarding contract</b>               | <i>14.00 Hrs. of 19<sup>th</sup> December 2016</i> |
| <b>Assignment starts</b>                                      | <b>21<sup>st</sup> December 2016</b>               |

6. All proposals should reach **W.B. STATE BOOK BOARD** by *13.00 Hrs of 14<sup>th</sup> December 2016*. No proposal shall be accepted after the due date and time.
7. **MINIMUM TOTAL AUDIT FEE TO BE PAID FOR THE PERIOD FY 2009-10 TO FY 2015-16 is Rs 80000/-(Rupees eighty thousand only) excluding Taxes. Bidders may quote at par or above of this amount.**
8. Upon receiving the final proposals from **technically qualified shortlisted firms**, they shall be assessed in accordance with **QCBS selection process**.

**Under this method, proposals are to be submitted in two envelopes.**

**Technical proposals are opened first and evaluated. Those securing less than minimum technical score (70%) are rejected and the financial proposals of the rest are opened in public. A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process.**

**70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.**

You are advised to adhere to **the two-envelope system** of submitting the proposal strictly (see Document C: Section I - Proposal Instructions, para 2). Any errors, mix-up in envelopes or mention of the financial terms in technical proposal will lead to automatic disqualification.

- 9) It is expected that each technical proposal will clearly demonstrate understanding of the scope of work, which would be reflected in the detailed work plan and methodology. A substantial amount of background work should be considered in developing the methodology and action plan. The consultant should exhibit appreciation of the organizational issues and should detail how they would ensure internalization of the initiatives in **W.B. STATE BOOK BOARD**.
- 10) A team leader, with experience in most aspects of assignment and capability to provide guidance on all aspects covered within the assignment, should be identified and clearly

specified in the proposal.

- 11) The Financial proposal should specify the total amount in Indian Rupees (INR), giving details of Fees (both in words and in numbers, in case of any discrepancy, the value written in words would be taken into consideration as final)(as per Document C, Section I: para 9) . The financial proposal should be valid for acceptance till at least 6 months.
- 12) Of any further clarifications, please send your written queries e mailed to the concerned Accounts Officer, West Bengal State Book Board by **13.00 hrs. of 09<sup>th</sup> December 2016**. A list of all queries and **W.B. STATE BOOK BOARD's** response will be circulated to each of the short listed firms without giving the name of initiator. In no case should there be any communication with anyone else within **W.B. STATE BOOK BOARD** till the contract has finally been awarded. Failure to comply with this requirement may lead to disqualification of your firm.

Sincerely yours,

Chief Executive Officer

The Contact Officer on behalf of the Office is:

*Smt. Sampa Guha, WBA&AS, Accounts Officer,  
West Bengal State Book Board*

Fax: 033-23673223

Email: [wbstatebookboard2016@gmail.com](mailto:wbstatebookboard2016@gmail.com)

# Document B

## Letter of Acknowledgment with Request for Proposal

(To be returned on Company letter head)

NO.

DATE:

To

**The Chief Executive Officer  
West Bengal State Book Board  
AQ-13/1, 2<sup>nd</sup> Floor: Salt Lake, Sector-V, Kolkata- 700091**

Dear Sir,

**Assignment Name: Statutory Audit of W.B. STATE BOOK BOARD FOR THE PERIOD FY  
2009-10 to 2015-16**

**Assignment No.:**

We acknowledge receipt of the documents listed in your Request for Proposal package for the above assignment.

We

- a. confirm that we will submit a proposal for the above contract by *13.00 Hrs. of 14<sup>th</sup> December 2016* in accordance with the "Proposal Package" and the specified requirements.

We further confirm that we have no conflict of interest with this assignment.

- b. do not wish to submit a proposal and therefore return the total Request for Proposal package with this letter

Yours faithfully,

Name:

Designation

# **Document C**

## **Proposal Package**

### **Section I: Proposal Preparation Instructions**

#### **1. General**

These instructions set out the requirements for the production of a proposal in a form acceptable to the **W.B. STATE BOOK BOARD** for **STATUTORY AUDIT of W.B. STATE BOOK BOARD for FY 2009-10 TO 2015-16** (hereinafter referred to as "The Assignment"). They should be read in conjunction with information specific to the Assignment contained in the Covering Letter (Document A) and accompanying contract documents, e.g. terms of reference, date by which the proposal should be received, period of validity, proposal evaluation criteria etc.

#### **2. Presentation**

##### **2.1**

**Technical and commercial information should be presented in separately bound Appendices A and B respectively (see para 9). Each Appendix is to be placed in separate sealed envelope clearly marked "Technical proposal" and "Financial proposal". It is essential that prices only appear in Appendix B and no other place in the proposal.**

##### **2.2**

**Team Composition & Number of Teams for the assignment: A time bound completion schedule need to be chalked out. The team(s) for the assignment must be headed by a qualified Chartered Accountant with one semi-qualified C.A. (C.A. Inter) and two support staff (Junior Auditor). The technical proposal must clearly elaborate on the team composition.**

##### **2.3**

Availability of Professional staff/experts: Before contract negotiations, the W.B. STATE BOOK BOARD will require assurances that the Professional staff will be actually available. The W.B. STATE BOOK BOARD will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate

##### **2.4**

The proposal and accompanying documents are to be in English.

### 3. Request for Proposal

The "Request for Proposal" package comprises:

- Covering Letter
- Letter of Acknowledgement
- Proposal Package (This document, including Form of Proposal and Format for submission of Financial proposals)
- **Terms of reference**
- Draft Contract Documents comprising:
  - Section 1: Form of Contract
  - Section 2: General Conditions for Consultancy Contracts

### 4. Letter of Acknowledgement

The enclosed "Letter of Acknowledgement" (typed on Company letter head and incorporated within a more general letter if desired) must be received by the concerned head of office by the date specified in the Covering Letter either:

confirming the intention to bid by the Proposal Due Date *or*

declining to bid and returning all proposal documentation.

It is essential that the Letter of Acknowledgement is returned in either circumstance bearing an authorised signature and company identification. Oral confirmation is not sufficient.

### 5. Financial Proposal

Professional Fees should be established based on the skill and relevant experience of the proposed personnel. The number of days proposed for each consultant should be stated and in accordance with the work plan / time schedule provided in the Technical Proposal. Professional Fee rates must be quoted covering up to the full period of the proposed contract.

Professional Fees should include all incidental expenses, overheads and office expenses expected to be incurred. **W.B. STATE BOOK BOARD** shall not be in a position to provide office space to the consultants.

**W.B. STATE BOOK BOARD** reserves the right to negotiate on the prices quoted. **The final contract to be awarded by W.B. STATE BOOK BOARD will be a lump sum contract for Professional Fees and incidental expenses together. The prices should be valid for acceptance for the period requested in the Covering Letter.**

### 6. Tax

Proposers are responsible for establishing the status of the Services for the purposes of any tax liability. Any relevant tax should be included in the professional fees and incidental expenses. **W.B. STATE BOOK BOARD** shall not be liable to pay any amount over and above the total cost.



## 7. Form of Proposal

As information and prices are required in a structured format, please submit your proposals under cover of the "Form of Proposal" exactly as requested in paragraph 9 below. The "Form of Proposal" should be presented on Proposers' letterhead using the exact form of words set out in the enclosed example (Document C, Section I).

These documents duly completed will constitute an offer to provide the services specified in the "Request for Proposal" and to enter into a contract with **W.B. STATE BOOK BOARD** under the terms and conditions of the Contract Documents and the "Form of Proposal". It is, therefore, important that the person submitting the proposal has authority to do so and to negotiate on behalf of your organisation.

The "Form of Proposal" must also provide details, where applicable, of the full registered name and trade name, trade address and registered office address of the Proposers, and bear the signature of a person with authority to commit the Proposers to a binding contract.

## 8. Personnel/Sub-Contractors

Should your organization submit the successful proposal, **W.B. STATE BOOK BOARD** will expect the personnel and/or sub-contractors named in the proposal to undertake the services.

You should clearly indicate in your commercial proposal any personnel who are not employees of your organisation.

If named personnel are not employees of your organization, or if you intend to sub-contract some or all of the services, you must also include with your proposal a letter from each such individual or sub-contractor confirming that they have agreed in principle to do the job should your organisation be awarded the contract.

Your proposal may be determined as non-compliant if:

- you do not provide letters of association, where applicable, *or*
- a named individual or sub-contractor exclusively associated to another organization, appears in your proposal without written confirmation from that organization that they are prepared to waive the exclusivity clause.

## 9. Proposals

The Proposal should be set out strictly as below.

### Appendix-A: Technical

- (A1) **Introduction (format T-1)**
- (A2) **Description of Approach, Methodology and Work Plan for Performing the Assignment but excluding prices) (as per given format T-2)**
- (A3) **Qualification to Terms of Reference / Scope of Work (as per given format T -3)**
- (A4) **Team Composition and Task Assignments (as per given format T -4) (please do not mention fee rate or cost here)**
- (A5) **Details of Qualified and semi qualified staff (as per given format T -5)**

(A6) Brief of relevant experience (as per format T-6)

## Appendix-B: Financial (format F1)

### SELECTION METHODOLOGY:

A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 70% weightage would be given to the Technical evaluation and 30% weightage would be given to the financial bid.

#### **First Stage:**

- i. Technical proposals shall be opened first for all the firms.
- ii. Thereafter, a technical evaluation shall be carried as per the evaluation parameters provided in the “**Eligibility Criteria & Technical Evaluation**” section.
- iii. The technical proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score 70%

#### **Second Stage:**

Financial Proposals of the firms which have not qualified on technical parameters shall be returned unopened after the completion of selection process.

**Financial proposals shall be opened only for the CA firms who have qualified on Technical Parameters.**

**The evaluation of technical proposals shall be based on the following parameters:**

| Sl. No. | Particulars  | Minimum Criteria     | Max Marks | Evaluation Criterion  |
|---------|--|----------------------|-----------|---|
| 1       | Number of Full Time Fellow Partners associated with the firm for not less than three years of experience (As per certificate of ICAI as on 01.01.2016) | 4 FCA                | 10        | 4 FCA as partners = 5 marks<br>5 to 7 FCA = 8 marks<br>More than 7 FCA = 10 marks                 |
| 2       | Audit related turnover of the firm (Average annual in last three financial years)  | Minimum Rs. 15 Lakhs | 20        | Rs. 15 lakhs = 10 marks<br>Rs. 16 Lakhs to 50 Lakhs = 15 marks<br>Above Rs. 50 Lakhs = 20 marks   |
| 3       | No. of assignments: Experience of Statutory Audit. of corporate /PSU entities having a turnover of Rs 10 Crore other than Bank Branch audit            | 4 Assignments        | 15        | 4 Assignments = 10 marks<br>4 to 10 Assignments = 12 marks<br>More than 10 Assignments = 15 marks |
| 4       | Existence of the firm  | Minimum 5 years      | 15        | 5 yrs = 10 marks<br>5yrs to 10 yrs= 12 marks<br>More than 10 years = 15 marks                     |

|   |  |        |    |   |
|---|--|--------|----|---|
| 5 | <p><b>Key Professional Staff Qualification and Competence for the assignment.</b></p> <p>No. of Team (with minimum 4 members as specified in Format T-Team composition</p> | 1 Team | 20 | <p>1 Team = 15 marks</p> <p>More than 1 Team =20 marks</p> <p>(Minimum 4 member Team comprising 1 CA as Team Leader, 1 Semi-qualified, 2 Support Staff (Jr. Auditors)</p> |
|   | <p>Team leader qualification and experience of the Team leader should be a qualified CA with at least 10years post qualification audit experience</p>                      |        | 10 |   |
| 6 | Adequacy of the proposed methodology and work plan   |        | 5  | As per evaluation of the proposal   |
| 7 | Experience in Audit in Publishing/ Production of Books/ Periodicals/ Allied subjects   |        | 5  | <p>Up to 3 Houses = 2</p> <p>More than 3 Houses = 5</p>   |

**Total 100 Marks**

### **10. Proposal by consortiums or other form of Association**

Where the Proposal is submitted by the Proposers in conjunction with one or more associates then "Associates" shall be deemed to be a sub-contractor to the Proposers and shall not be a party to the Contract.

Proposals submitted by such consortiums must include in the bid documents a "Letter of Association for the assignment" in the event of being successful and:

- a. Be signed by a duly authorised representative of each associate with details of each signatory provided in print below each signature;
- b. Should be expressly valid till the end of the contract period.

## 11. Return of Proposals

Proposals must be delivered in a sealed envelope bearing a label with the following identification:

1. Assignment title;
2. Assignment Reference number;
3. Proposal Due Date;
4. Proposers' name;

and should be addressed to.....

**The proposals must be received at W.B. STATE BOOK BOARD's office by due time on the due date.** It is the responsibility of the proposers to ensure that proposals are delivered in accordance with the instructions set out in the Invitation Letter. Late proposals will not be accepted in any circumstances. No special pleadings will be accepted. **Faxed proposals will not be accepted.**

## 12. Enquiries concerning the Proposal

Any query in connection with the Invitation to Submit a Proposal package, technical or commercial, prior to the award of contract should be submitted in the first instance to the Contract Officer nominated in the Covering Letter. At W.B. STATE BOOK BOARD's discretion the nature of the query and W.B. STATE BOOK BOARD's response will be notified to all Proposers without disclosure of the initiator.

**On no account prior to the award of contract, should the Proposers contact or communicate directly with any other representative of W.B. STATE BOOK BOARD involved in work concerning this Request for Proposal about this Assignment, other than with the concerned head of office.** Failure to comply with this requirement may result in the disqualification of your organisation from this competition.

## 13. Alterations

Any correction to commercial information apparent within the proposal must be countersigned and dated by the person signing the proposal.

## 14. Proposal Assessment

Proposals will be assessed in accordance with good commercial practice taking into account the weighted criteria listed in the Covering Letter.

**W.B. STATE BOOK BOARD** reserves the right to call any or all of the proposers who have submitted proposals forward for negotiations on specific points in the proposals submitted in order to satisfy its "value for money" criteria.

**W.B. STATE BOOK BOARD** is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals without assigning any reason thereof and to contract on any of the terms offered or on different terms.

## 15. W.B. STATE BOOK BOARD Contract Documents

The enclosed draft Contract documents set out **W.B. STATE BOOK BOARD's** Standard Contract Conditions. Any reservations or qualifications on these Conditions must be set out in the commercial proposal and will be taken into account in assessing the Proposal.

**W.B. STATE BOOK BOARD** will not consider any reservations or qualifications raised after submission of the Proposal.

## **16. Conflict of Interest**

Proposers must disclose in their Proposal details of any circumstances, including personal, financial and business activities, which will or might give rise to a conflict of interest, if they are awarded this contract. Proposers should also state how they intend to avoid potential conflicts. W.B. STATE BOOK BOARD reserves the right to reject any Proposal which in W.B. STATE BOOK BOARD's opinion gives rise or could potentially give rise to a conflict of interest.

## **17. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified.

## Format T-1

### Particulars/Details of the Firm

| Sl. No. | PARTICULARS   | Supporting Documents required to be submitted along with this Form  |
|---------|---|---|
| 1       | Name of the Firm  |   |
| 2       | Addresses of the Firm:  |   |
|         | Head Office   | Phone No:<br>Fax No:<br>Mobile No. of Head Office In-charge:  |
|         | Date of establishment of the firm   |   |
|         | Date since when is H.O. at the existing Station   |   |
| 3       | Firm Income Tax PAN No.   | Attach copy of PAN card   |
| 4       | Firm Service Tax Registration No.   | Attach copy of Registration   |
| 5       | Firm's Registration No. with ICAI   |   |
| 6       | Empanelment No. with C & A G  | Attach proof of latest empanelment with C&AG for as on 01-01-2016<br>the year under Audit   |
| 7       | No. of Years of Firm Existence & Date of establishment of Firm  | Attach copy of Partnership Deed   |
| 8       | Turnover of the Firm in last three years  | Attach balance sheet and P&L Account of the last three years or a C.A. Certificate give Break-up of Audit Fee and Other Fees Received.                |
| 9       | Annual Average Turnover with Break-up of Fee towards Audit, Income Tax matters and others (Specify)                                   | Provide a Chart   |
| 10      | Audit Experience of the Firm:<br>1. Number of Assignments in Commercial /Statutory Audit<br>2. Experience in the relevant assignment. | Copy of the Offer Letter & the Fee Charged.<br>Copy of the Offer Letter & the Fee Charged<br>(Relevant evidences to be given of the turnover and fee) |

|    |   |  |
|----|---|--|
| 11 | <p><b>Details of Partners:</b></p> <p>Provide following details:</p> <ul style="list-style-type: none"> <li>É Number of Full Time Fellow Partners associated with the firm.</li> <li>É Name of each partner,</li> <li>É Date of becoming ACA and FCA</li> <li>É Date of joining the firm,</li> <li>É Membership No.,</li> <li>É Qualification</li> <li>É Experience</li> <li>É Whether the partners is engaged full time or part time with the firm.</li> <li>É Their Contact Mobile No., email and full Address</li> </ul> | Attested copy of Certificate of ICAI as on 1.1.2016  |
| 12 | If applying in Joint venture, then provide similar details for the firms participating in Joint venture.  | Letter jointly signed by all the firms participating in Joint venture whereby they have agreed for the Lead Auditor. |
| 13 | Indicate the Lead Auditor in the Joint Venture.   | Letter jointly signed by all the firms participating in Joint venture whereby they have agreed for the Lead Auditor. |



## Format T-2

### Description of Approach, Methodology and Work Plan for Performing the Assignment

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[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) **Technical Approach and Methodology,**
  - b) **Work Plan, and**
  - c) **Organization and Staffing,**
- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
  - c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

## Format T-3

### *Comments and Suggestions on the Terms of Reference*

[Firm can present with justifications here, any modifications or improvements to the Terms of Reference which can significantly improve performance in carrying out the assignment (such as deletion of some activity which the firm considers unnecessary, adding other activities of significance, re-organizing the activities, additional human resource required at various levels etc. Such suggestions should be concise and to the point, and incorporated in the proposal]

## Format T-4

Details of Structure and Composition of Team & Task Assignments ó DEPLOYED FOR Proposed Assignment

Each Team will constitute of minimum 4 members with qualifications as below:

| Name                               | Position/<br>Team<br>Number | Nosø<br>(Minimu<br>m) | Educational<br>Qualification | Key<br>Responsibilities<br>or<br>Task<br>Assigned | Relevance<br>Experience<br>and period<br>of<br>association<br>with the<br>firm | Name of the firm<br>to which he<br>belongs in case of<br>Associate | Number of<br>Man Days<br>estimated<br>for Task<br>completion |
|------------------------------------|-----------------------------|-----------------------|------------------------------|---|--|--|--|
| Chartered<br>Accountant            | Team<br>Leader              | 1                     |                              |   |  |  |  |
| Semi-<br>qualified<br>(Inter CA)   |                             | 1                     |                              |   |  |  |  |
| Support<br>Staff (Jr.<br>Auditors) |                             | 2                     |                              |   |  |  |  |

- The Firm shall give an undertaking that the Team members are proficient in the State's official language (both oral and written)**
- Firms must also clearly bring out the number of Teams it plans to deploy for the Audit keeping in view the scope of work, coverage and Guidelines for submitting the proposal. Structure of each Team should be indicated as per format below:

### Structure of Team 1

| Name of<br>CA | Names of<br>Support<br>Staff | Qualifications | Time required for<br>each assignment |
|---------------|------------------------------|----------------|--------------------------------------|
|               |                              |                |                                      |
|               |                              |                |                                      |

## Format T-5

### A. Details of Qualified Staff (Chartered Accountants)

(Please provide a self attested copy of Certificate of ICAI as on 1.1.2016 for each qualified staff)

| Sl. No | Name of Staff | Length of Association with the Firm (in years) | Educational Qualifications | Area of Key Expertise | Membership No. | Relevant Experience |
|--------|---------------|--|----------------------------|-----------------------|----------------|---------------------|
| 1      |               |  |                            |                       |                |                     |
| 2      |               |  |                            |                       |                |                     |
|        |               |  |                            |                       |                |                     |
|        |               |  |                            |                       |                |                     |

### B. Details of Semi-qualified Staff (including Article Clerks etc)

| S. No.                        | Name of Staff | Length of Association with the Firm (in years) | Educational Qualifications | Area of Key Expertise | Relevant Experience | Remarks |
|-------------------------------|---------------|--|----------------------------|-----------------------|---------------------|---------|
| <b>Semi Qualified Staffs:</b> |               |  |                            |                       |                     |         |
| 1                             |               |  |                            |                       |                     |         |
| 2                             |               |  |                            |                       |                     |         |
|                               |               |  |                            |                       |                     |         |
| <b>Article Clerks:</b>        |               |  |                            |                       |                     |         |
| 1                             |               |  |                            |                       |                     |         |
| 2                             |               |  |                            |                       |                     |         |
|                               |               |  |                            |                       |                     |         |
| <b>Others</b>                 |               |  |                            |                       |                     |         |
| 1                             |               |  |                            |                       |                     |         |
| 2                             |               |  |                            |                       |                     |         |
|                               |               |  |                            |                       |                     |         |

## Format T-6

### Brief of Relevant Experience:

| A. Experience of audit in commercial sector/ PSU etc. except Bank Branch Audit |                                  |   |                           |                                    |                                      |  |
|--|----------------------------------|---|---------------------------|------------------------------------|--------------------------------------|--|
| S. No.   | Name of the Auditee Organization | Grant-in-aids handled of the auditee organization | Type/Nature of Assignment | Scope & Coverage of the assignment | Duration of Completion of Assignment | Proof of the letter of Work or Assignment awarded by the Auditee Organization<br><b>(Pl attach a copy of the letter with legible Flags viz A.1, A.2, A.3.....)</b> |
|  |                                  |   |                           |                                    |                                      |  |

| B. Experience of audit in Relevant similar Assignment of State / central Govt organisation |                                  |                                      |                           |                                    |                                      |   |
|--|----------------------------------|--------------------------------------|---------------------------|------------------------------------|--------------------------------------|---|
| S. No.   | Name of the Auditee Organization | Turnover of the Auditee organization | Type/Nature of Assignment | Scope & Coverage of the assignment | Duration of Completion of Assignment | Proof of the letter of Work or Assignment awarded by the Auditee Organization<br><b>(Pl attach a copy of the letter with legible Flags viz A.1, A.2, A.3.....)</b><br>And Mention the Fee Received. |
|  |                                  |                                      |                           |                                    |                                      |   |

## Format F1

### FORMAT FOR FINANCIAL BID

| <b>Item or Activity</b>                                  | <b>Total Amount (in Rupees)</b>                                 |
|--|---|
| AUDIT FEE (Inclusive of TA/DA) Excluding Service Tax etc | Both in Numeric and in Words.<br>Rs. _____/-<br>(Rupees _____). |

# Annexure 1

## Form of Proposal

### (Document C: Section I)

(to be issued on company letter head)

NO.

DATE:

To

í í í í í í í í í í í í

Dear Sir,

**ASSIGNMENT NAME: STATUTORY AUDIT of W.B. STATE BOOK BOARD for the F Y**  
.....

**ASSIGNMENT NO:**

We have examined the information provided in your Request for Proposal package and offer to undertake the work described in accordance with requirements as set out in the attached documents and as expressly qualified in Sections A and B to this Form of Proposal.

\*This proposal is made in association with [ ] and we have an exclusive letters of association from them for the assignment.

We accept that any contract that may result will be based upon these documents and the contract documents included in the Request for Proposal and be placed by W.B. STATE BOOK BOARD Authorities.

\*In accordance with the Proposal Instructions, we enclose letters of confirmation from key personnel/sub-contractors named in our proposal.

The prices quoted in **Schedule of prices** in this proposal are valid until 90 days from the date and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

Prices have been arrived at independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any Competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

We understand that W.B. STATE BOOK BOARD is not bound to accept the lowest or any proposal or to give any reasons for the award, or for the rejection of any proposal.

I confirm that I have the authority of *[name of organization]* to submit proposals and to negotiate on its behalf.

Yours faithfully,

---

*\* delete as appropriate*

**Document C**  
**Section II: TERMS OF REFERENCE**

**Section I of TOR**

**i) Background :**

**WEST BENGAL STATE BOOK BOARD**

6A, Raja Subodh Mallick Square -Arya Mansion (8<sup>th</sup> Floor),

Kolkata - 700 013

Telephone: 2236-7854 Tele Fax: (033) 2225-3223

Sales Counter: 1, Bankim Chatterjee Street (Ground Floor of Sanskrit Collegiate School Premises, Kolkata - 700073

Pursuant to the recommendation of the KOTHARY Commission on -Media Transfer to implement the programme of switching over to regional languages as the medium of instruction at the level of Higher Education. Book Boards were formed in different States in the country. Accordingly, in the year 1970 the West Bengal State Foundation for Text Book Board was formed and registered under the West Bengal Societies Registration Act.

The authority of general superintendence direction and control of the Society is vested in the Board of Governors of the West Bengal State Book Board. The Minister-in-Charge of Higher Education, West Bengal is the ex-officio Chairman of the Board. The Principal Secretary (Higher Education) to the Government of West Bengal is the Vice-Chairman and the Chief Executive Officer, is the Member Secretary of the Board. The Board publishes text books for the use at the undergraduate and postgraduate levels of studies. The publications also cover terminologies, dictionaries and monographs in science for students and general readers.

**ii) Funding & Accounting arrangements:** The maintenance cost of running Board is borne by the Department of Higher Education of the Government of West Bengal. The Government of India, provides assistance for the publication of text books on the basis of proposals prepared by the Board. Books of accounts are maintained using double-entry book-keeping principles.

## Section II of TOR

- i) **Objectives of Audit service:** The objective of the audit is to ensure that the grant provided by **Dept of Higher Education, Govt of WB and Govt of India** are used for purposes intended and the annual financial statements are free from material misstatements .

The objective of the audit of the financial statements - i.e. Balance Sheet, Income & Expenditure, Receipt & Payment, together with relevant accounting policies, notes to accounts and schedules is to enable the auditor to express a professional opinion as to whether the (1) the financial statements give a true and fair view of the Financial Position of the W.B. State Book Board at the end of each fiscal year and (2) the funds were utilized for the purposes for which they were provided.

- ii) **Standards:** The audit will be carried out in accordance with Engagement & Quality Control Standards (Audit & Assurance Standards) issued by the **Institute of Chartered Accountants of India** in this regard. The auditor should accordingly consider materiality when planning and performing the audit to reduce the risk to an acceptable level that is consistent with the objective of the audit. In addition the auditor should specifically consider the risk of material misstatements in the financial statements resulting from fraud.

- iii) **Scope & Coverage of audit:** In conducting the audit special attention should be paid to the assessment of adequacy of the project financial systems, including financial controls. This should include aspects such as adequacy and effectiveness of accounting, financial and operational controls; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls; verification of assets and liabilities; a specific report on this aspect would be provided by the auditor annually as part of the management letter;

- a) Funds have been spent in accordance with the condition laid down by the Government of India and Govt of WB from time to time with due attention to economy and efficiency, and only for the purpose for which the financing was provided.
- b) Goods and services financed have been procured in accordance with the relevant procurement guidelines issued by the Govt.

- iv) **Financial statements: for each Financial year Balance sheet ( with schedules to Balance Sheet with Statement of Fixed asset, schedule of loans and advances with age wise analysis, schedule of all cash and bank balances with Bank reconciliation statements), Income& Expenditure A/C, Receipt Payment A/C**

- v) **Management letter:** In addition to the audit report on the project financial statements, the auditor will also prepare a management letter highlighting findings during the audit, which will inter alia include:

- a) Comments and observations on the financial management records, systems and controls that were examined during the course of the review;
- b) Deficiencies and areas of weakness in systems and controls and recommendation for their improvement;



- c) Any other matters that the auditor considers pertinent to report in relation to the financial management. The observations in the Management Letter must be accompanied by a suggested recommendation from the Auditor and Management Comments on the observations/ recommendations from the Management.
- vi) **Utilization certificate** : The Auditor is further required to provide a certificate giving details of unspent balance brought forward from the previous financial year, funds released during current financial year indicating sanction numbers and amount, funds utilized and unspent balance at the closing of financial year.
- vii) **Time schedule of submission of audit report:**

The final Audit Report should be submitted **by 30 working days from date of commencement of audit to the W. B STATE BOOK BOARD**. The firm will submit 3 copies (Spiral Bound) and also soft copy in MS Excel / MS Word and Scanned (Both) are also to be submitted in mail or CD of the audited Financial Statements and Audit Report along with the final Utilisation Certification signed by the Authority & Auditor both with their comments, if any

## **Document C**

### **Section III: Draft Contract Documents**

## **Section 1 - Form of Contract**

**Contract For: Statutory Audit of W.B. STATE BOOK BOARD FOR F Y .....**

**Contract Number: <Number>**

This Contract (hereinafter referred to as the Contract) dated \_\_\_\_\_, is made between  
..... (hereinafter referred to as  
'W.B. STATE BOOK BOARD')

and

\_\_\_\_\_ (hereinafter referred to as the 'Consultant')

Whereas:

- *W.B. STATE BOOK BOARD requires the Consultant to supply certain services under the terms of the Contract, and as more particularly defined in the Contract Letter (hereinafter referred to as the Services) which shall be placed pursuant to the Contract (see Section 3);*

and

- *the Consultant, having represented to **W.B. STATE BOOK BOARD** that they have the professional skills, personnel and technical resources, have agreed to supply the services when required during the period of the Contract;*

It is hereby agreed as follows:

### **1. Documents**

*The Contract shall comprise the following documents:*

*Section 1. Form of Contract (this document)*

*Section 2. Conditions of Consultancy Contracts*

*Section 3 Terms of Reference*

*Section 4 Schedule of Prices*

### **2. Previous Communications**

*This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Services to be undertaken in accordance with the Contract.*

### **3. Provision of Services**

*The Consultant agrees, during the period of the Contract, to make themselves available to provide the Services to be undertaken in accordance with the Contract. The Consultant is required to pass to within one month of completion of a task, all documents and working papers accumulated during the course of the service.*

#### **4. Financial Limit**

Total financial limit for this Assignment is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_)

#### **5. Payment**

In consideration of the Services performed by the Consultant under the terms of this Contract, **W.B. STATE BOOK BOARD** shall make to the Consultant such payments and in such manner as provided in section 4 Schedule of Prices, within the financial limit specified.

#### **6. Commencement of the Services**

This Contract will remain in effect from -----and expire on .....unless terminated earlier in accordance with the provisions of the Contract.

#### **7. Acknowledgement**

The Consultants shall confirm acceptance of the terms of this Contract by signing and returning to **W.B. STATE BOOK BOARD** the duplicate copy enclosed herewith within a period of 7days.

For and on behalf of **W.B. STATE  
BOOK BOARD**

.....  
.....  
.....  
Signature:

Date:

For and on behalf of the Consultant

Name:

Position:

Signature:

Date:

## **Section 2 - Conditions for Consultancy Contracts**

### **1. Construction of Contract**

1.1. *The Contract shall be governed by and construed in accordance with the laws of India.*

### **2. Definitions**

2.1. *"the Consultants" means the firm or company with whom the Contract is placed.*

2.2. *"the Contract" means the contract between **W.B. STATE BOOK BOARD** and the Consultants consisting of the Form of Contract and the documents listed therein.*

2.3. *"the Services" means those activities more particularly defined in Section 3 (Terms of Reference/Scope of Work), as referred to in clause I of the Form of Contract.*

2.4. *"the Assignment Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.*

2.5. *"the Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the contract.*

### **3. Instruction and Approvals**

3.1. *Though the Services may be supplied directly to a Sector or Programme Department within, India, instructions for implementation of those services may only be given by the Assignment Officer.*

3.2. *No variation in the terms or scope of the Contract shall be valid or binding unless previously expressly agreed in writing by **W.B. STATE BOOK BOARD** and the Consultants in the form of a letter entitled "Contract Amendment No". **W.B. STATE BOOK BOARD** takes no responsibility for work outside the agreed contract, Terms of Reference/Scope of Work.*

### **4. Personnel**

4.1. *The Consultants shall communicate through the proposal the expert personnel to be engaged in providing the services. The prior approval of the Contract Officer will have to be obtained by the Consultants in respect of any new person engaged. All personnel shall perform the Services with all due diligence, efficiency and economy, in accordance with appropriate professional standards.*

4.2. *Nothing contained in this Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between **W.B. STATE BOOK BOARD** and the Consultants or any staff of the Consultants.*

4.3. *All Consultants' personnel provided shall be suitably qualified, experienced and physically fit to carry out the work required of them. In the event that any are deemed to be unsuitable, the Assignment Officer may, notwithstanding any prior approval, so notify the Consultants in writing, giving reasons for unsuitability. On receipt of such notification the Consultants shall without charge provide a*

*suitably qualified and acceptable replacement for any such person with the minimum of disruption and delay to the Assignment in relation to which the Services are provided.*

- 4.4. *The Consultants shall not be entitled to substitute personnel unless the Contract officer gives written consent to such substitution. Consent, to any such substitution shall not be unreasonably withheld but be conditional upon the provision by the Consultants of a suitable replacement. The Contract Officer shall be entitled to withdraw such consent, and to require the reinstatement or further replacement of any substituted personnel if, in the reasonable opinion of the Assignment Officer, the replacement is unsuitable.*
- 4.5. **W.B. STATE BOOK BOARD** *shall not be liable to meet any costs arising from the replacement of the Consultants' personnel who are engaged on the Contract.*
- 4.6. *The Consultants are responsible for all acts and omissions of persons engaged by the Consultants whether or not in the course of performing the services and for the health, safety and security of such persons and their property and the Consultant shall indemnify **W.B. STATE BOOK BOARD** in respect of any claim (including legal costs incurred by **W.B. STATE BOOK BOARD** in defending such claim) made against **W.B. STATE BOOK BOARD** by such persons except where the loss, damage or claim arises out of the negligence of **W.B. STATE BOOK BOARD** or its employees.*

## **5. Financial Limit**

- 5.1. *The Financial Limit under this Contract is stated in the Form of Contract, the components of which are set out in the Schedule of Prices, Section 5. No expenditure may be incurred in excess of this limit and no variations between budgets are permitted without the prior written authority of the Contract Officer.*

## **6. Fees & Incidentals**

- 6.1. *Fees quoted for each productive day are deemed to cover the cost of salary, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in the Contract.*

## **7. Payments**

- 7.1. *Invoices should be submitted in accordance with the specific instructions set out in clause 11 below and Section 5 Schedule of Prices.*
- 7.2. *Subject to **W.B. STATE BOOK BOARD** being satisfied that the Consultants are or have been carrying out their duties, obligations and responsibilities under the Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.*
- 7.3. *Payment shall be made in Indian Rupees.*
- 7.4. *If for any reason **W.B. STATE BOOK BOARD** is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such event **W.B. STATE BOOK BOARD** shall identify the particular*

*Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.*

- 7.5. *Should **W.B. STATE BOOK BOARD** determine after paying for a particular service that the service has not been completed satisfactorily, **W.B. STATE BOOK BOARD** may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.*
- 7.6. *In the event that any advance payment made is in excess of the expenditure actually incurred, **W.B. STATE BOOK BOARD** shall recover the amount of such excess immediately from any amount due to the consultant.*

## **8. Corrupt Gifts and Payments of Commission**

- 8.1. *The Consultants warrant and represent to **W.B. STATE BOOK BOARD** that the Consultants have not:*
- *offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or for showing or forbearing to show favour or disfavour to any person in relation to the Contract;*
  - *entered into the Contract in connection with which commission has been paid or agreed to be paid by the Consultants or on their behalf, or to their knowledge, unless before the Contract was made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof were disclosed in writing to the Contract Officer.*
- 8.2. *Any breach by the Consultants of the warranty and representation contained in clause 8.1, or*
- *commission of any offence by the Consultants under the Prevention of Corruption Acts in relation to -this Contract*
  - *shall entitle **W.B. STATE BOOK BOARD** to terminate the Contract and recover from the Consultants the amount of any loss resulting from such termination and/or to recover from the Consultants the amount or value of any such gift, consideration or commission.*
- 8.3. *In clause 8.2 references to the Consultants includes anyone employed by them or acting on their behalf (whether with or without their knowledge).*

## **9. Commissions and Discounts**

- 9.1. *The Consultants shall not accept for their own benefit any trade commission, discount or similar payment or benefit, in connection with the Contract. In addition, the Consultants shall endeavour to ensure that neither their subcontractors, nor the personnel or agents of either the Consultants or subcontractors shall receive any such additional remuneration or benefit. Any such discounts, commissions, payments or benefits shall be passed to **W.B. STATE BOOK BOARD** immediately.*

## **10. Invoicing Instructions**

- 10.1. *Invoices for work undertaken by Consultants must be presented in duplicate.*
- 10.2. *Invoices should bear the Contract reference, be numbered sequentially and dated, and marked "For the attention of the Contract Officer" named in Section 4. The final invoice presented in connection with the contract should be endorsed "Final Invoice".*
- 10.3. *All invoices should be signed by the Project Leader.*
- 10.4. *Any invoice not presented in accordance with the above may be rejected and in any, event shall be liable to query and delay in payment.*

## **11. Indemnity**

- 11.1 *The Consultants shall exercise reasonable skill, care and diligence in the performance of the Contract and indemnify and keep indemnified **W.B. STATE BOOK BOARD** in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Consultants or the Consultants' servants, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under this Contract.*

## **12. Assigning to Others**

- 12.1. *The Consultants shall not, without the prior written consent of **W.B. STATE BOOK BOARD**, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultants, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by **W.B. STATE BOOK BOARD***

## **13. Termination**

- 13.1. ***W.B. STATE BOOK BOARD** may at its sole discretion and at any time terminate the Contract and inform the Consultants of **W.B. STATE BOOK BOARD**'s decision by written instruction to that effect. In the event of the Contract being so terminated, the Consultants shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner.*
- 13.2. *Should the Services or any portion thereof not be carried out to the satisfaction of **W.B. STATE BOOK BOARD** as notified under clause 7.4 or within the time or times specified in or under the Contract, **W.B. STATE BOOK BOARD** may, without prejudice to any other remedies, by notice in writing to the Consultants terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case the Consultants shall not be entitled under the Contract to payment of any amount by way of compensation.*
- 13.3. *The Contract may be terminated by **W.B. STATE BOOK BOARD** by notice in writing to the Consultants if at any time the Consultants either directly or through their servants or agents or sub-contractors commit any breach of their obligations hereunder or being an individual or, where the Consultants are a firm, any*

partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the Consultants being a company, an order is made, or a resolution is passed, for the winding up of the Consultants, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of **W.B. STATE BOOK BOARD** or a receiver or administrator is appointed of the whole or any part of the undertaking of the Consultants **W.B. STATE BOOK BOARD** may forthwith terminate the Contract.

#### **14. Force Majeure**

14.1. If the performance of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification **W.B. STATE BOOK BOARD** may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons for the suspension still remain, **W.B. STATE BOOK BOARD** and the Consultants may either agree a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Consultants shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner. The Consultants shall submit an account in writing which shall state the amount claimed taking into account all fees and costs properly incurred or committed by the Consultants in relation to the Contract or its termination which cannot be recovered. Always provided that payments are within the Financial Limit and not subject to dispute, **W.B. STATE BOOK BOARD** shall:

- a. pay all fees, expenses and other sums due and outstanding under the terms of this Contract up to and including the date of termination ("the Relevant Date");

#### **15. Disclosure of Information, Intellectual Property Rights and Official Secrets Act**

15.1. The Consultants shall not during or after the termination of the Contract disclose to any third party any Confidential Information arising from the Contract (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of **W.B. STATE BOOK BOARD**. For the purposes of this clause 16, "Confidential information" shall mean information relating to proprietary, technological, economic, legal, administrative business and technical matters of **W.B. STATE BOOK BOARD** including but not limited to information



*disclosed orally, documents, drawings, diagrams, models, programs, computer data or any part or copy of such information. The Consultants shall not use any information in a way which would cause embarrassment to **W.B. STATE BOOK BOARD** or to State or Central Government.*

- 15.2. *Where the Consultants are contracted to supply Services directly to **W.B. STATE BOOK BOARD** all reports should be addressed directly to the Assignment Officer. All intellectual property rights in such reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of **W.B. STATE BOOK BOARD***
- 15.3. *When the Services are supplied directly to **W.B. STATE BOOK BOARD**, the Consultants shall take all reasonable steps to ensure that personnel engaged on the Services have notice that the provisions of the Official Secrets Acts apply to them and will continue to apply after completion or earlier termination of the Contract.*

## **16. Settlement of Disputes**

- 16.1. *Should the Consultants and **W.B. STATE BOOK BOARD** be unable to reach agreement on the meaning or interpretation of any of the terms set out hereto or any other matters arising out of the Contract, the matter in dispute shall be referred to an arbitrator to be agreed between the parties, or failing such agreement to be nominated by the President of the Indian Council of Arbitrators on application of either party, and the decision of the arbitrator shall be final and binding on both parties. The place of arbitration shall be Kolkata.*

## **17. Evaluation**

***W.B. STATE BOOK BOARD** may undertake post Assignment evaluation of the impact and cost- effectiveness of Assignments or programmes which it funds. The Consultants shall, if required, give **W.B. STATE BOOK BOARD** or its representatives reasonable access to records held by the Consultants in connection with the Contract and shall give all reasonable co-operation to the evaluators appointed by **W.B. STATE BOOK BOARD**.*

## **18. Conflict of Interest**

- 18.1. *Neither the Consultants, their personnel, nor any sub-contractors or their personnel shall engage in any personal, business or professional activities, either during the course of or after the termination of this Contract, which conflict with or could potentially conflict with the Services*
- 18.2. *The Consultant shall notify **W.B. STATE BOOK BOARD** immediately of any such activities or circumstances which give rise to or could potentially give rise to a conflict with the Services and shall advise **W.B. STATE BOOK BOARD** how they intend to avoid such a conflict arising.*
- 18.3. *In the event of a conflict as described in Sub-clause 18.1 above arising during the course of this Contract **W.B. STATE BOOK BOARD** reserves the right to terminate the Contract on giving written notice to the Consultants. In the event of such termination provisions of clause 13 shall apply.*

## **Section 3**

### **TERMS OF REFERENCE (TOR)**

#### **Section I of TOR**

**i) Background :**

**WEST BENGAL STATE BOOK BOARD**

*AQ-13/1, Salt Lake, Sector- V, Kolkata- 700091*

*Telephone: (033) 2367-7854 Tele Fax: (033) 2367-3223*

*Sales Counter: 1, Bankim Chatterjee Street (Ground Floor of Sanskrit Collegiate School Premises, Kolkata – 700073*

- i) Pursuant to the recommendation of the KOTHARY Commission on 'Media Transfer' to implement the programme of switching over to regional languages as the medium of instruction at the level of Higher Education. Book Boards were formed in different States in the country. Accordingly, in the year 1970 the West Bengal State Foundation for Text Book Board was formed and registered under the West Bengal Societies Registration Act.*

*The authority of general superintendence direction and control of the Society is vested in the Board of Governors of the West Bengal State Book Board. The Minister-in-Charge of Higher Education, West Bengal is the ex-officio Chairman of the Board. The Principal Secretary to the Government of West Bengal in the Department of Higher Education is the Vice-Chairman and the Chief Executive Officer, is the Member Secretary of the Board. The Board publishes text books for the use at the undergraduate and postgraduate levels of studies. The publications also cover terminologies, dictionaries and monographs in science for students and general readers.*

- ii) *Funding & Accounting arrangements:*** *The maintenance cost of running Board is borne by the Department of Higher Education of the Government of West Bengal. The Government of India, provides assistance for the publication of text books on the basis of proposals prepared by the Board. Books of accounts are maintained using double-entry book-keeping principles.*

## Section II of TOR

- i) **Objectives of Audit service:** *The objective of the audit is to ensure that the grant provided by Department of Higher Education, Government of West Bengal and MHRD, Government of India are used for purposes intended and the annual financial statements are free from material mis-statements .*

*The objective of the audit of the financial statements - i.e. Balance Sheet, Income & Expenditure, Receipt & Payment, together with relevant accounting policies, notes to accounts and schedules is to enable the auditor to express a professional opinion as to whether the (1) the financial statements give a true and fair view of the Financial Position of the West Bengal State Book Board at the end of each fiscal year and (2) the funds were utilized for the purposes for which they were provided .*

- ii) **Standards:** *The audit will be carried out in accordance with Engagement & Quality Control Standards (Audit & Assurance Standards) issued by the Institute of Chartered Accountants of India in this regard. The auditor should accordingly consider materiality when planning and performing the audit to reduce the risk to an acceptable level that is consistent with the objective of the audit. In addition the auditor should specifically consider the risk of material misstatements in the financial statements resulting from fraud.*

- iii) **Scope & Coverage of audit:** *In conducting the audit special attention should be paid to the an assessment of adequacy of the project financial systems, including financial controls. This should include aspects such as adequacy and effectiveness of accounting, financial and operational controls; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls; verification of assets and liabilities; a specific report on this aspect would be provided by the auditor annually as part of the management letter;*

- j) *Funds have been spent in accordance with the condition laid down by the Government of India and Govt of WB from time to time with due attention to economy and efficiency, and only for the purpose for which the financing was provided.*
- k) *Goods and services financed have been procured in accordance with the relevant procurement guidelines issued by the Govt.*

- iv) **Financial statements:** *for each Financial year Balance sheet ( with schedules to Balance Sheet with Statement of Fixed asset, schedule of loans and advances with age wise analysis, schedule of all cash and bank balances with Bank reconciliation statements), Income & Expenditure A/C, Receipt Payment A/C*

- v) **Management letter:** *In addition to the audit report on the project financial statements, the auditor will also prepare a management letter highlighting findings during the audit, which will inter alia include:*
- a) *Comments and observations on the financial management records, systems and controls that were examined during the course of the review;*
- b) *Deficiencies and areas of weakness in systems and controls and recommendation for their improvement;*

- c) *Any other matters that the auditor considers pertinent to report in relation to the financial management. The observations in the Management Letter must be accompanied by a suggested recommendation from the Auditor and Management Comments on the observations/ recommendations from the Management.*
- vi) ***Utilization certificate*** : *The Auditor is further required to provide a certificate giving details of unspent balance brought forward from the previous financial year, funds released during current financial year indicating sanction numbers and amount, funds utilized and unspent balance at the closing of financial year.*
- vii) ***Time schedule of submission of audit report:*** *The final Audit Report should be submitted by 30 working days from date of commencement of audit to the WEST BENGAL STATE BOOK BOARD. The firm will submit 3 copies (Spiral Bound) and also soft copy in MS Excel / MS Word and Scanned (Both) are also to be submitted in mail or CD of the audited Financial Statements and Audit Report along with the final Utilisation Certification signed by the Authority & Auditor both with their comments, if any*