

बेथवेट एण्ड कम्पनी लमिटिड

(भारत सरकार का एक उपक्रम)

BRAITHWAITE & CO LIMITED

(A Government of India Undertaking) HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 700 043, TEL 2439-7415, 2439-4114, 2439-6613, 2439-7413. E-mail : braithwaite_co@yahoo.com, FAX : 91 (033)2439 7632 / 2439 5607

Expression Of Interest No. BCL / PUR / IA / 2012 / AKB / 12 dated 14.06.2012

"Expression of Interest are invited from Chartered Accountant Firms for engagement as Internal Auditor for carrying out jobs of various accounting and internal control including day-to-day activities related to preaudit, verification, settlement of dues, terminal benefits etc. for BCL's three units as well as for Corporate Office as per scope of work"

Sealed offer, addressed to DGM (Purchase), Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043 may be dropped in our <u>Tender Box No. 1</u> (in case of hand delivery) or may be sent by Registered post but must reach us Positively within 28.06.2012 (due date) up to 14.30 hrs. The sealed envelope shall be superscribed EOI No. & Description of the job. No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt. Offers shall be opened on 28.06.2012 at 15.00 hrs. Bidders may be present during opening of offers.

This document for EOI can also be downloaded from our website <u>www.braithwaiteindia.com</u>. Interested parties shall submit their offer in response to this Expression Of Interest considering terms & conditions, scope of work and other details as given in this document.

Interested parties may visit BCL's Corporate Office at 5, Hide Road, Kolkata – 700 043 and contact Sr. M (F&A) for understanding the job requirements before submission of offer against this Expression Of Interest. No claim, whatsoever, shall be entertained afterwards.

For Braithwaite & Co. Ltd.

(A) <u>Essential Requirements:</u>

Bidders should meet the following requirements:

- a. The bidder should be a reputed organization having experience in same type of jobs in Manufacturing / Engineering companies having a turn-over of 400 Crore and above on independent basis during last 5 years. Experience in same type of jobs in PSUs will be preferred.
- b. Firms should have registered / branch office in and around Kolkata.
- c. The bidders shall indicate the number of partners,
- d. The bidder should have sufficient staff strength. Details to be indicated along with an indication of composition of team to be deployed in BCL for carrying out the job, if awarded.
- e. The partner shall be qualified in the relevant field. The qualification of each partner and also experience of each partner is to be indicated.
- f. Bidders are required to submit unconditional acceptance of scope and all terms & conditions of this tender document along with their offer.
- g. The bidder should have registration with Service Tax authority. Copy of registration document is to be submitted along with the offer.
- h. Joint venture / consortium offer will not be considered.

The bidder should submit relevant documents and information in respect of above essential requirements along with their offer. In addition, following documents shall have to be submitted:

- i) Audited / Chartered Accountant certified Balance Sheet and Profit & Loss Accounts for last 3 years.
- ii) Copy of Trade Licence or Constitution certificate issued by ICAI.
- iii) Copy of PAN & IT returns for last 3 years filed with IT authority.

(B) <u>Bid evaluation criteria and Method of Award:</u>

For bid evaluation criteria, please see Annexure-A of this EOI document. As indicated in the bid evaluation criteria, ranking position will be made in order of marks scored as per the said criteria.

For consideration of award amongst one of the bidder from the ranking position, BCL shall issue counter offer for acceptance of price for the job to such bidders sequentially in order of ranking position from top. The bidder accepting the counter offer shall be considered for award and no further counter offer to rest of the bidders in the rank list shall then be issued.

(C) <u>Scope of work of Internal Audit:</u>

i) General:

- Review of existing accounting and related internal control system and suggest improvement / modification, if any and its adequacy.
- Capital expenditure.
- Cash transactions, Bank transactions, Bank reconciliation statements, Refund / adjustments of EMD.
- Expenses of power, vehicle (fuel consumption and other expenses), maintenance and repairs, advertisement and marketing expenses, telephone expenses, insurance, demurrage, freight charges etc.
- Physical verification of cash.
- Material procurement / Purchases, cash and credit purchase of raw materials and stores, their documentation, processing the bills of vendors / suppliers as per terms of Purchase Orders, the adjustments of suppliers' advance.
- Checking of inter- unit / wagon builders transfer of Railway Materials (free supply items), including checking of disposal of scrap materials.
- Verification of pay roll, attendance, leave position of employees, overtime, its actual hours and equivalent hours of payment, incentive calculation and payments and other employees' payments including salary fixations, arrears etc. in accordance with rules.
- > Settlement of terminal benefits like PF, Gratuity and Leave pay etc.
- > Physical verification of fixed Assets.
- Compliance of various statutory rules in respect of administration of PF, ESI Income Tax, Sales Tax Excise Duty, Custom Duty, Service Tax etc.
- > Maintenance of registers Filling of returns etc, as per provisions of the Companies Act.
- > Any Specific Audit assignment as may be required by the management from time to time.
- Verification of Cost Data.
- Any other works as required to be done by the Internal Auditors for PSU like BCL as per requirement / amendments issued by Govt. / Statutory Bodies from time to time.

ii) Pre-audit:

Pre- audit of all payments to suppliers & contractors and other parties other than employee related payments which will be checked / verified in normal course of audit. For the purpose of pre-audit, one representative at Bhadreswar and at least two representatives for Head Office to cater to Clive Works, Victoria Works & Corporate Office, should be present on all working days.

(D) <u>Special Terms & conditions:</u>

- The selected firm of Chartered Accountants would be engaged as the internal Auditors of Braithwaite as a whole (for three manufacturing units and Corporate Office) and would carry out the assignments as enumerated in the scope of work. It may be mentioned that BCL have 3 manufacturing units, namely Clive Works, Victoria Works & Angus Works. Clive Works & Victoria Works are located in Kolkata and Angus Works is located in Bhadreswar, Hooghly, W.B. BCL's Head Office & Corporate Office is located at 5, Hide Road, Kolkata – 700 043.
- 2. The reporting should be in a structured manner and on quarterly basis.
- 3. The report on physical verification of fixed assets is to be submitted within one week from the closure of the financial year.

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- 4. Proper deployment of manpower would be the essence for this assignment. As such at least three persons is required to be deputed on daily basis, one for our Angus works at Bhadreshwar and the other two to be stationed at Head Office at 5, Hide Road, Kolkata- 700 043, to cater to our Internal Audit functions / pre-audit assignments of our Clive Works, Victoria Works and Corporate Office. The Firm should also deployed additional member as per requirements from time to time like quarterly / half yearly / annual closing of accounts etc.
- 5. Payment would be made against the bill submitted with the quarterly report and after acceptance of the report by the Internal Audit Committee.
- 6. No out of pocket expenditure would be entertained and all such expenditure shall be borne by the Firm.
- 7. BCL reserves the right to consider the engagement of the selected Firm of Chartered Accountants for a maximum period of 24 months from the date of placement of work order. BCL also reserves the right to terminate the order with 30 days notice in case the performance of the selected firm is not found satisfactory apart from imposition of other terms of the order as may be necessary.
- 8. The operating authority would be the DGM (F&C), BCL.
- 9. The selected Firm shall have to maintain confidentiality of documents / information etc. during execution of awarded job as well as for future periods. The bidder should submit an undertaking along with their offer that they shall maintain confidentiality in respect of documents / information etc. during the course of execution as well as in future periods in the event their considered for award. The undertaking regarding confidentiality is necessary due to fact that the party has to deal with information, documents etc. some of which are proprietary, confidential and / or trade secret.
- 10. All Meals, Tiffin, Lunch, transport arrangements etc for the employees of the selected agency shall be borne by them and BCL shall have no liability in this regard.
- 11. The price to be awarded for the job shall be all inclusive and shall also include service tax.
- 12. For working at BCL's premises, all infrastructure facilities i.e. office premises, computer, electricity, drinking water etc. will be provided by BCL.
- 13. The selected Firm shall be paid price for the job as decided by the Competent Authority of BCL. The price would be based on present Internal Audit fees being now paid and increments as per existing practice.

(E) <u>General Terms & Conditions:</u>

- 1. <u>Security deposit:</u> @ 10% of order value in the form of D.D / Pay Order / Bank Guarantee from any nationalized Bank has to be submitted by the successful bidder within 15 days from the date of order. Security Deposit will be returned only on successful completion of the contract.
- 2. The selected agency shall not off-load or assign the awarded job or any part thereof to other agency.

- 3. <u>Payment terms:</u> BCL will make payment within 30 days from the date of receipt of quarterly bill, duly certified by the Operating Authority or his authorized representative.
- 4. <u>Risk Purchase:</u> In the event of failure or delayed execution within a reasonable period, the order may be cancelled and BCL reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the selected agency. BCL reserve the right to forfeit the Security Deposit also of the defaulting firm.
- 5. <u>Statutory Obligations:</u> Selected agency shall comply with all statutory obligations for the awarded job and for their employees at their cost & arrangement. BCL shall have no liability in this regard.
- 6. <u>Arbitration</u>: All questions, dispute or difference whatsoever shall arise between the BCL and the selected agency upon or in relation to or in connection with the contract either may forthwith give to the other notice in writing of the existence of such question, dispute of difference and the same shall be referred to the adjudication of sole arbitrator who shall be the Managing Director, and he shall have the right and authority to appoint an Officer not below the rank of a General Manager who is not directly connected with the Purchase Order.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceeding the arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within jurisdiction of court of Kolkata.

(G) Braithwaite & Co Limited reserves the right to:

- Postpone the above-mentioned due date of submission and / or cancel the EOI.
- May ask for further documents / information / clarifications during scrutiny of offers received.
- BCL shall not be responsible for any delay, loss, damage for offers sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of offer irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his offer rejected summarily.
- If the bidder deliberately gives any wrong information in his offer to create a circumstance for the acceptance to his offer, Braithwaite reserves the right to reject such application.
- To accept or reject any offer.

For Braithwaite & Co. Ltd.

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Annexure – A

BID EVALUATION CRITERIA

The bids received against above EOI shall be evaluated in the following manner:

1) Basic criteria (Mandatory) – The bidder shall have to fulfill all the criteria against this part. The criteria are given below.

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Α	BASIC CRITERIA (MANDATORY)
1	The bidder should be a reputed organization having experience in same type of jobs in manufacturing /
	Engineering companies during last 5 years.
2	Bidders are required to submit unconditional acceptance of scope and all terms & conditions of this EOI
	document along with their offer.
3	The bidder should have registration with Service Tax authority. Copy of registration document is to be
	submitted along with the offer
4	Joint venture / consortium offer will not be considered. Bidder should confirm that their offer is on
	individual capacity basis.
5	Acceptance of para 13 of Special Terms & Conditions in respect of price to be awarded.

2) Other criteria – This part shall be evaluated only if the bidder fulfills above basic criteria. The criteria are given below. Marks are allotted for each item of this criteria and score of bidders will be made during evaluation. Total marks is 100. BCL reserve the right to reject the offers of the bidders scoring less than 60 marks. A ranking position from top will be made in order of marks scored by the bidders.

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В	OTHER CRITERIA (SHALL BE EVALUATED IF FULFILLS ALL BAS Item	Marks	
1.0	Execution of same type of job in companies having turnover (Total marks - 20)		
	Minimum ₹ 400 Crore	14	
	₹ 401 Crore to ₹ 450 Crore	16	
	₹ 450 Crore & above	20	
2. а	Experience in PSU / other companies (Total marks – 15)		
	PSU	10	
	Other companies	6	
	Both (PSU & other companies)	15	
2. b	No. of years of experience (Total marks - 10)		
	Minimum 5 years	6	
	5 to 10 years	8	
	10 years and above	10	
3.0	No of partners (Total marks – 20)		
	Sole proprietor	3	
	Minimum 2 nos.	6	
	2 to 5 nos.	9	
	6 to 10 nos.	15	
	10 & above	20	
4.a	Partner's qualification (Total marks - 10)		
	Having DISA / CISA	10	
	Others	6	
4.b	Partner's experience (Total marks - 10)		
	At least 10-15 years in PSU	10	
	Others	6	
5.0	No of Audit staff including qualified and semi-qualified members but excluding partners (Total marks - 15)		
	3 to 5 Nos.	4	
	6 to 10 Nos.	8	
	10 & above	15	
	TOTAL MARKS FROM 1 TO 5 – 100 Diploma in Information System Audit CISA – Cert	ified Information Systems Audito	

DISA – Diploma in Information System Audit

CISA – Certified Information Systems Auditor.

For Braithwaite & Co. Ltd.