

# **BID DOCUMENT**

## **Selection of CAG Empaneled Chartered Accountant Firm for Appointment as Statutory Auditor of Odisha Urban Infrastructure Development Fund (OUIDF) for the Financial Years 2024-25 to 2026-27**

**ODISHA URBAN INFRASTRUCTURE DEVELOPMENT FUND**

**A Trust of**

**Housing and Urban Development Department**

**Govt. of Odisha**

**KfW's Procurement Number - BMZ201670306/KFW512666**

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## 1.1 Background:

The Government of Odisha has set up a Trust under the Indian Trusts Act, 1882 namely "Odisha Urban Infrastructure Development Fund (OUIDF)" in the Housing & Urban Development for the purpose of developing and financing Infrastructure Projects under taken by Urban Local Bodies, Statutory Bodies, Public Sector Undertakings and Private Investors and attract inter alia, investments, professional advice from institutions for financing infrastructure projects.

The Board of Trustees of OUIDF is headed by the Chief Secretary, Odisha with six other Trustees to collectively manage and administer the affairs of the Trust and Trust Funds.

## 1.2 Requirement & Status of Books of Accounts of OUIDF

### Books of Accounts of OUIDF

Status of Books of Accounts up to Financial Year 2023-24:

The Statutory Audit has been completed up to Financial Year 2023-24.

The Books of Accounts for F.Y: 2024-25 are maintained on a daily basis both manually and in Tally ERP 9 for OUIDF.

## 1.3 Invitation for Requests for Proposal (RFP):

Odisha Urban Infrastructure Development Fund (OUIDF), a wholly-owned Trust of the Housing and Urban Development Department, Government of Odisha proposes to appoint CAG empaneled Chartered Accountant (CA) firms for the following assignments:

- (i) Statutory Audit to examine the Books of Accounts and related documents and records of OUIDF for the Financial Years 2024-25 to 2026-27, the details of which are available in the Scope of Work of this RFP.
- (ii) Audit of Expenditure for PDF Grant Funds of Rs. 3,19,08,404/ for the period from 02-12-2021 to 31.08.2022 and Rs.3,03,12,321/ for the period 01-12-2022 to 31.03.2023, as per Audit Terms of Reference of KfW attached as **Annexure 3**.

Under this assignment, OUIDF now invites proposals complete in all respect from the CAG empaneled CA firms to accomplish the above assignment.

## 1.4 The Audit Fees will be as follows:

- 1.4.1 The Audit Fees payable to the successful Bidder on completion of Statutory Audit of OUIDF and Audit of Expenditure of Funds disbursed during the year out of Funds received / receivable from KfW and Govt of Odisha, as per Audit Terms of Reference of KfW attached as **Annexure 3** shall be as follows:
  - Rs. 75,000/- (Rupees Seventy-Five Thousand only) for each Financial Year

This amount is exclusive of Goods & Services Tax (GST) which will be paid in addition to the fees as per rate applicable.

#### 1.4.2 Fee for Audit of Expenditure for PDF grant Funds:

Fees of Rs. 25,000/ (Rupees Twenty-Five Thousand only) to be paid on completion of Audit of Expenditure for PDF Grant Funds of Rs. 3,19,08,404/- for the period from 02-12-2021 to 31.08.2022 and Rs.3,03,12,321/- for the period from 01-12-2022 to 31.03.2023. This amount of Fees is exclusive of Goods & Services Tax (GST) which will be paid in addition to the fees as per rate as applicable.

### 1.5 Bidders Data Sheet

1.	Name of the Assignment	<b>Selection of CAG Empaneled CA firm for Appointment of Statutory Auditor in OUIDF</b>
2.	Language of documentation	English
3.	Method of Selection	Quality Based Selection (QBS) Method
4.	No of Copies of Proposal	1 (One) copy of Proposal
5.	Address for submission of the Bid	Secretary, OUIDF Odisha Urban Infrastructure Development Fund (OUIDF) State Urban Development Agency Campus, 1 <sup>st</sup> Floor, Plot No. 172, Vivekananda Marg, Bhubaneswar-751014, Odisha. Phone no- 0674-2436382 0674-2436397 Email – ouidf.hudd@gmail.com
6.	Contact person	Administrative Officer, Odisha Urban Infrastructure Development Fund. Phone no- 0674-2436382 0674-2436397 Email – ouidf.hudd@gmail.com
7.	Date of Issue of RFP	<b>20/05/2025</b>
8.	Mode of Submission	Proposals complete in all respect should be submitted to the inviting Authority through <b>Speed Post / Registered Post / By Hand only (not through Private Courier)</b> . Authority will not be responsible for postal delay or any other consequences.

9.	EMD	<b>Rs.5,000/-</b> (Rupees Five Thousand Only) to be submitted along with the bid proposal in shape of DD in favor of “ <b>The Secretary, Odisha Urban Infrastructure Development Fund</b> ” of any Nationalized Bank payable at Bhubaneswar.
10.	Last date and time for submission of Bid	<b>12/06/2025 up to 04.00 PM.</b> The Bids received beyond the stipulated timeline will be out-rightly rejected.
11.	Date and time for opening of technical proposal	<b>12/06/2025 at 04:30 PM</b> in Conference Hall of Odisha Urban Infrastructure Development Fund (OUIDF) at SUDA Campus, 1 <sup>st</sup> Floor, Plot No. 172, Vivekananda Marg, Bhubaneswar-751014

## **Instructions to Bidders**

### **2.1. Definitions**

- i. **"Applicable Laws"** means all laws, promulgated or brought into force and effect by the Government of Odisha or the Government of India including rules and regulations made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- ii. **"Accounting Year"** means the Financial Year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- iii. **"OUIDF"** means Odisha Urban Infrastructure Development Fund, a wholly- owned Trust of the Housing & Urban Development Department, Govt. of Odisha set up under the Indian Trusts Act, 1882.
- iv. **"C & A G"** means Comptroller and Auditor of General of India.
- v. **"Chartered Accountants"** means Firm of Chartered Accountants as under the Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) registered with the ICAI (Institute of Chartered Accountants of India)
- vi. **"Department"** means Housing & Urban Development Department
- vii. **"Firm"** means Firm of Chartered Accountants.
- viii. **"GOI"** means Government of India.
- ix. **"GoO"** means Government of Odisha.
- x. **"HoD"** means Head(s) of Department.
- xi. **"KfW"** means KfW Bankengruppe, a German Government-owned Development Bank from which OUIDF has acquired Lines of Credit through Govt. of India and Govt. of Odisha for funding of Infrastructure Projects in Odisha
- xii. **"RFP"** Request for Proposal.

### **2.2. General Instructions to the Bidder:**

1. This enquiry is in the nature of Request for Proposal intended to hire services of CAG empaneled Firms of Chartered Accountants to appoint as Statutory Auditor to examine the Books of Accounts of OUIDF Funds for the Financial Years 2024-25 to 2026-27.
2. The Chartered Accountant Firm shall be required to undertake the assignments as mentioned in the Scope of Work of this RFP.
3. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the

necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidders own risk and may be liable for rejection.

4. In addition to the identification the envelopes containing the proposals shall mention the name and address of the Bidder.
5. No Bidder is allowed to modify, substitute or withdraw the proposal after its submission.

### **2.3. Disqualification:**

OUIDF may at its sole discretion and at any time during the evaluation of the Proposal disqualify any Bidder if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- Withdrawal of Proposal by the Bidder after the Proposal Due Date will lead to forfeiture of the Bid Security.
- Declared as ineligible by Gol / State for corrupt, fraudulent practices or has been blacklisted.
- A Bidder's proposal may be rejected if it is determined that the Bidder has engaged in corrupt, fraudulent, or unfair trade practices.
- Firm shall submit the RFP which does not satisfy each and every condition laid down in the notice and RFP documents, failing which the RFP will be liable for rejection.
- Does not submit the Bid before the stipulated timeline to the Inviting Authority
- Does not attach the required documents along with the RFP.

### **2.4. Right to Accept or Reject Proposals:**

OUIDF reserves the right to annul the RFP process, or to accept or reject any proposal, in whole or part without assigning reasons and without any obligation to inform and without incurring any liability to any of the Bidders.

### **2.5. Validity of Bid:**

The Bid submitted by the Bidders shall remain valid for a period of **90 days** from the last date of submission of RFP.

### **2.6. For Clarification:**

If the Bidder require any clarification of any part of the RFP, then he is requested to request for clarification within Seven (7) days from the date of issue of RFP, in writing to OUIDF's address or by standard electronic means. OUIDF will respond in writing, or by standard electronic means, and will host on its website to all Bidders not later than Ten (10) days prior to the deadline for the submission of Proposals. Should OUIDF deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- i. At any time before the Proposal submission deadline, OUIDF may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment(s) shall be hosted on its website for information to all the Consultants and will be binding on them.
- ii. If the amendment is substantial, OUIDF may extend the **Proposal** submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## 2.7. Submission of Proposal

The Proposal shall be submitted in a sealed cover superscripted “**Proposal for Selection of CAG Empaneled CA firm for Appointment of Statutory Auditor in OUIDF**” with the following documents inside:

- a) A covering Letter from the Bidder on the Bidder’s letter head.
- b) EMD as specified in the Bidders data sheet of this RFP in shape of DD/Bankers Cheque. The EMD of the non-qualified Bidders will be returned without any interest and the EMD of the Successful Bidders will be returned after signing of Contract.
- c) Duly filled Proposal Formats along with details and supportive documentary evidence with necessary details as laid down in the **Annexure 1** of this RFP.
- d) The Bidder shall include a Declaration of Undertaking in the format provided in the **Annexure 4** of this RFP.

## 2.8. Procedure for Opening of the Proposals and Selection

- The Sealed Envelope containing “**Proposal**” shall be opened by the Evaluation Committee and the Proposal shall be evaluated on the basis of the Eligibility criteria as specified in para 3.1 of this RFP.
- The Bidder scoring highest mark in the Technical Evaluation will be selected as the winning Bidder. The Bidder having 2<sup>nd</sup> highest rank in order of merit in the Technical Evaluation will be kept in reserve till the Agreement is executed with the 1<sup>st</sup> rank Bidder.
- **As regards interpretation of any clause in the RFP, the decision of the Evaluation Committee shall be final and binding.**

### General instructions for the Bidders for the submission of proposal:

- 1) The Bid / Proposal shall be submitted by **Registered Post / Speed Post / By Hand (not through Private Courier)** within the stipulated time and date and place specified in the Bidder data sheet.



- 2) The same will be opened on date and time specified in the presence of Representative of the Bidder(s). One Representative of each Bidder with necessary authorization will be allowed to attend the opening of the pre-qualification and technical proposal.
- 3) Bids received after stipulated timeline specified in the Bidder data sheet shall not be considered and out rightly rejected.
- 4) The Bid will be rejected out rightly, if it is found that the Bidder has failed to submit the requisite documents, EMD, Statutory Documents as required etc. and the information as per the formats provided in technical proposal under RFP.
- 6) OUIDF reserves the right to cancel / alter the Bid requirement without assigning any reasons thereof.
- 7) OUIDF reserves the right to open or not to open the RFP Document without assigning any reason thereof.

### **Evaluation of Proposal**

#### **3.1 Evaluation of Proposal – Eligibility Criteria**

The Bidder must possess the following eligibility criteria and to this effect must produce supportive documents for the following along with the other documents/ information as specified below.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be furnished along with the proposal</b>
<b>1</b>	The Bidder must be registered with The Institute of Chartered Accountants of India (ICAI) having certificate of practice to work as Chartered Accountant	Registration Certificate of ICAI / Firm Registration Certificate
<b>2</b>	The Bidders must be empaneled with Comptroller & Auditor General (CAG) of India	Copy of CAG empaneled Certificate for F Y 2024-25
<b>3</b>	The average annual turnover of last 3 ( <del>two</del> ) Financial Years of the Bidder i.e. 2021-22, 2022-23 and 2023-24 should not be less than <b>Rs. 75 lakh (Rupees Seventy-Five Lakh)</b>	Details to be furnished in <b>FORM-2</b> with copies of Audited Balance Sheet / Profit Loss Account for the relevant Financial Years
<b>4</b>	The Bidder should have minimum work experience of over 10 years as on the 31.12.2024	Details to be furnished in <b>FORM-3</b> with copies of concerned work order from the client

5	The Bidder should have at least a Head / Branch Office in Bhubaneswar, Odisha	Proof of existence of Head / Branch Office with its Registration with ICAI to be submitted
6	The audit manager (responsible for the field work and the team on the ground) shall have at least 5 years of relevant experience (audits of projects financed by international donor organization(s) and public sector institutions and if possible, audits based on ISAE 3000 rev)	CV of audit manager

In addition to the above, the Bidders have to furnish the following documents along with the proposal:

- GST Registration Certificate
- PAN Number
- Covering letter
- Registration with ICAI / Firm Constitution Certificate (FORM-1)
- CAG Empaneled Certificate for the year 2024-25

*Non-submission of any one of the above documents along with proposal, leads to out rightly rejection of the proposal.*

*Mention on the top of the envelope:*

Proposal for Selection of CAG Empaneled CA firm for Appointment of Statutory Auditor in OUIDF.

### 3.2 Evaluation of Technical / Scoring Pattern of Proposal

Formats and necessary details for the Technical Proposal are provided in Annexure - 1 of this RFP. The evaluation / scoring pattern for Technical Proposal shall be as follows:

Sl. No.	Criteria	Maximum Marks	Supporting documents to be furnished in proof of claim
1	<b>No. of years in Profession</b> <b>Note:</b> Marking will be based on total no. of years in profession. Bidder having maximum year will get full mark and others will get in proportion.	20	Firm Constitution Certificate from ICAI

2	<b>Financial Strength of the Bidder (Turnover)</b> <b>Note:</b> Marking will be based on average turnover of last 3 years of the CA firm. Bidder having maximum turnover will get full mark and others will get in proportion.	20	Attach copies of Audited Balance Sheets and P & L Accounts of the last three years i.e. 2021-22, 2022-23 and 2023-24.
	<b>Net Worth</b> <b>Note:</b> Marking will be based on average net worth of last 3 years of the CA firm. Bidder having maximum net worth will get full mark and others will get in proportion.	15	
3	<b>Similar Experience in Audit in last 10 years</b> <b>i.e. from April 2014 to March 2024</b>  ( 5 best Assignments under each category)  i) As Statutory Auditor in PSU/Govt. Companies/ Large Companies excluding Banks with Turnover of at least Rs.100 Crores, Govt. Trusts & Societies etc. - 10 marks  ii) As Concurrent Auditor of Banks, Financial Institutions – 10 marks  <b>Note:</b> Marking will be based on total value of Consultancy / Audit Fees of the Projects. Bidder having maximum value will get full marks and others will get in proportion.	20	The Bidders are required to submit the work order indicating the value of the assignment for marking purpose, otherwise it will not be considered for marking purpose.

4	<b>Number of Personnel in the Firm:</b>		
	<b>Total No of Chartered Accountants in Firm</b>  <b>Note:</b> Bidder having maximum number of qualified Chartered Accountants as per Firm Constitution Certificate will get full marks and others will get in proportion.	10	Firm Constitution Certificate from ICAI
5.	<b>Methodology and Approach</b> Detailed write up to be given on the Methodology including Work Plan-Evaluation to be based on the Detailed Work Plan & the quality of submissions.	15	The Bidders are required to submit the write up on the Methodology including Work Plan
	<b>TOTAL MARKS</b>	<b>100</b>	

Based on the above technical scoring, the merit list will be prepared and the Bidder with the highest Score will be declared as the Selected Bidder.

### 3.3 Award of Contract:

Odisha Urban Infrastructure Development Fund will notify the Successful Bidder in writing for signing the Agreement as per **Annexure-2**. The successful Bidder will be requested to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the Terms of the Contract shall be made except by written amendment signed by the Parties. The Selected Bidder have to start the work within 7 days from Award of Contract.

### 3.4 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of Civil Court of Bhubaneswar only.

### 3.5 Responsibility & Support by OUIDF

- The Administrative Officer of OUIDF will designate a staff member to prepare or arrange to prepare and provide all the required necessary details / documents / records / statements / information / explanations etc. to the selected Bidder which will help him for Statutory Audit.
- OUIDF will provide access to a Computer System with Tally ERP 9.1 Software to access the Books of Accounts under OUIDF Funds, access to Printer and required stationery for printing of Books of Accounts and Working Notes and required work space.

### **3.6 Responsibility of Selected Bidder**

- Selected Bidder shall arrange for its own Laptop and related accessories for its Audit Personnel and printing and stationery for preparation and submission of Audit Reports and related Documents.
- All other costs and expenses related and incidental to the conducting of Statutory Audit and preparation and submission of the Statutory Audit Reports shall be borne by the Selected Bidder.

## **4.0 Objectives and Scope of Work of Statutory Audit**

### **4.1 Objectives of Statutory Audit**

- (i) Enable the Statutory Auditor to provide a professional opinion on the Books of Accounts and Financial Statements of OUIDF Funds. These would include Receipt and Payment, Income and Expenditure, Balance Sheet, Bank Reconciliation Statement, Statement of Expenditure and Utilization Certificates etc.
- (ii) Enable the Statutory Auditor to make specific observations on the effectiveness of the overall Financial Management Arrangements including the system of Statutory Controls as documented in the Fund Management Guidelines, MOU's and various Guidelines for specific funding, especially Guidelines provided by KfW, Germany.

## 4.2 Scope of Work

4.2.1 The Chartered Accountant Firms selected for Statutory Audit of Accounts of OUIDF shall take into consideration the following aspects with respect to the Financial Year under review:

- i. All the required Books of Accounts and necessary supporting Documents (vouchers, bills, receipt and registers) have been kept both manually as well as in Tally ERP 9.1 Accounting Software in respect of all transactions OUIDF & that clear synchronization exists between Accounting Records, Accounts Books and the Financial Reports.
- ii. The Financial Reports and Utilization Certificates (UCs) submitted by OUIDF to the Government / are in agreement with the Funds received for OUIDF and the UC Register and Books of Accounts.
- iii. Verification of all vouchers and supporting documents with respect to the proper sanction and approval by Competent Authority according to the Delegation of Financial Powers and compliance to Laws and prescribed Guidelines.
- iv. Verification of entries in the Books of Accounts (Cash Book, General Ledger, Cheque Issue Register, Grants Received Register, Salary Register, Attendance Register, etc.) in respect of Receipts and Expenditure of OUIDF. Where ever required the auditor may suggest to OUIDF to pass the rectification entries if any.
- v. To provide recommendations for strengthening of Statutory Controls and other Financial Accounting and Reporting Practices in accordance with Best Practices.
- vi. Examination of Utilization of Funds received from Government of Odisha during the Financial Year under review.
- vii. Audit of Expenditure of all Funds disbursed during the year out of Funds received / receivable from KfW and Govt of Odisha, as per Audit Terms of Reference of KfW attached as **Annexure 3**.
- viii. Examination of category-wise Income Accrued, Income Received and Receivables Reconciliation.
- ix. Examinations of Statutory Payments are made within the scheduled period, reconciliations, and compliances viz.
  - a) Tax Deducted at Source with appropriate rate on payments made by OUIDF and deposit of the same within the scheduled period
  - b) Filling of quarterly T D S Statement within the due date
  - c) Timely deduction and deposit of Royalty and Cess, if any

- x. Examine whether there is any outstanding demands from any Competent Authority against OUIDF as on the Balance Sheet date.
- xi. Tax Audit for the Assessment Year relevant to the Financial Year 2024-25 to 2026-27.
- xii. Filing of Income Tax Return for the respective Financial Years.

4.2.2 Audit of Expenditure for PDF grant Funds for Rs. 3,19,08,404/ for the period from 02-12-2021 to 31.08.2022 and Rs.3,03,12,321/ for the period 01-12-2022 to 31.03.2023, as per Audit Terms of Reference of KfW attached **as Annexure 3.**

### 4.3 Deliverables, Timelines and Payment Scheduling:

	<b>Deliverable/ Output</b>	<b>Timeline for Submission of Report</b>	<b>Fees Payable</b>
Financial Years 2024-25 to 2026-27	<ol style="list-style-type: none"> <li>1. Audit Report and Audited Financial Statements of the Financial Year based on the Scope of Work.</li> <li>2. Audit Certificate as per "Terms of Reference" of KfW as per Annexure-3 for the relevant Financial Year.</li> </ol>	<ul style="list-style-type: none"> <li>• Audit Reports for OUIDF to be submitted within 60 days from the end of each Financial Year.</li> <li>• Audit Certificate to be submitted within 60 days from the end of each Financial Year.</li> </ul>	Within 15 days from receipt of relevant Deliverable by OUIDF

Audit of Expenditure as per "Terms of Reference" of KfW as per Annexure-3.	Audit Certificate for PDF grant Funds for the period from 02-12-2021 to 31.08.2022 and for the period 01-12-2022 to 31.03.2023	Audit Certificate to be submitted within 30 days from the start of audit for Financial Year 2024-25.	Within 15 days from receipt of relevant Deliverable by OUIDF
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A default / delay of 15 days from the due date to deliver the outputs as specified above will lead to penalty provision of deduction of 1.0% of the remuneration / fees payable for the respective deliverable / output for the delay of every 15 days up to a maximum of 5 %. If it is observed that the delay is not due to reasons attributable to the CA Firms then penalty can be waived.

**The Statutory Auditor is required to submit the following Reports for each of the relevant Financial Year for OUIDF:**

1. Bank Reconciliation Statements for all the Bank Accounts
2. Trial Balance
3. Receipt and Payment Statement
4. Income and Expenditure Account
5. Balance Sheet
6. Relevant Schedules & Annexure as per requirement

**The Statutory Auditor also required to prepare & Submit / File the following:**

- (i) Tax Audit Report
- (ii) Income Tax Return



## **ANNEXURE – 1**

### **PROPOSAL**

## **5.1 Format for Covering Letter**

### **(On the letterhead of the Firm)**

[Location, Date]

**From:**

[Name of Bidder with Complete Address of Communication]

**To,**

The Secretary, OUIDF  
Odisha Urban Infrastructure Development Fund  
(OUIDF) State Urban Development Agency Campus,  
1<sup>st</sup> Floor, Plot No. 172, Vivekananda Marg,  
Bhubaneswar-751014, Odisha

**Sub: RFP Notice No. \_\_\_\_\_, Dated: \_\_\_\_\_**

**Dear Sir,**

We refer to your Notice no\_\_\_\_\_for Hiring Services of CAG Empaneled Chartered Accountant Firms for Appointment as Statutory Auditors for Odisha Urban Infrastructure Development Fund (OUIDF).

Having fully studied and understood the Tender Document and its Accompaniments and the details therein, I / We hereby submit the application for qualification for the above assignment.

We hereby confirm that:

1. All information provided in the Technical Qualification Statement and in the attachments are true and correct.
2. We offer to provide the service as per the Scope of Audit in para 4.2 of RFP within the Fees specified in para 1.4 of the RFP.

We understand that the Final Bids by Firm(s) will be subject to verification of any and all information submitted in the Tender. We also understand that OUIDF reserves the right to amend, alter or vary the scope and terms of the Bid.

We hereby irrevocably waive any right at any stage at law or howsoever otherwise arising to challenge, question or delay in any decision taken by OUIDF in selection process.

Yours  
sincerely,

Signature  
For and on behalf of

**Authorized Signatory [*Signature with Date and Seal*]:**

Name and Title of the Signatory: \_\_\_\_\_

**Enclosure:** We are enclosing the following Forms & Supporting Documents for our Technical Evaluation

**Form-1:** Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.

**Form-2:** Financial Turnover of the CA Firm for the last three Financial Years

**Form-3:** Similar Assignments undertaken for the last 10 (ten) years indicating only 5 best Assignments in each category

## 5.2 **FORM - 1**

### **(On the Letterhead of the Firm of Chartered Accountants)**

(On the Letterhead of the Firm: Lead Partner of the Firm, Full Postal Address, Telephone Nos. or Fax, e-Mail Address etc.)

A. Year of Registration with ICAI:

B. Firm Registration Number with ICAI

C. CAG Registration Number:

D. Location of HO with Address:

E. Branch in Odisha with Address:

F. Total Number of Chartered Accountant in Firm as per ICAI:

(Copy of Registration Certificate, PAN Card, Service Tax Registration Certificate, Empanelment No with CAG, Certificate of Practice shall be attached)

## **FORM - 2**

### **Financial Turnover of the CA Firm during the last three years**

(Amount in INR)

Sl. No.	Year	Turn Over	Net Worth
1	2021-22		
2	2022-23		
3	2023-24		
Average Annual Turnover & Net Worth for the last three Years			

*(Please provide the copies of the Balance Sheet and Profit Loss Statement for the corresponding period along with the pre-qualification proposal)*

**Authorized Signatory [*In full and initials*]:**

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**With Seal and date**

### 5.3 **FORM - 3**

- A. Similar Assignments Undertaken for the last 10 (ten) years with only 5 Best Projects in each Category. Experience in Statutory Audit of Govt. Dept., Development Authorities, Govt. Trusts & Societies, ULBs etc.

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at Page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

- B. *Other Organisation Experience* (Concurrent Audit of Banks /Financial Institutions, PSUs)

Sl. No.	Name of the Assignment	No. & date of Work Order	Name of the Client	Professional Fees	Copy of Work Order / Client Certificate placed at page No.
A	B	C	D	E	F
1					
2					
3					
4					
5					

**Authorized Signatory [*In full initials and Seal*]**

\_\_\_\_\_

**Note: Please attach copies of the work order/contract issued by competent authority from the client in support of documentary proof.**

**The selected Bidder has to enter with an Agreement with following conditions:**

### **AGREEMENT**

This CONTRACT (hereinafter called the “Contract”) is made the ..... day of ..... of 2025 between **The Secretary, OUIDF** (hereinafter called the “**Client**”), or the First Party

### **AND**

The ....., Chartered Accountants, ....., hereinafter called the “**Consultant**” (which expression shall unless excluded by or repugnant to the subject for context, include his successor in office and assigns hereto called the “Second Party”) of the other part.

### **WHERE AS**

- (a) the Firm of Chartered Accountants, having represented to the “Client” that it has the required professional skills, personnel and technical resources, has offered to provide required services in response to the Tender Notice No. .... , Dt..... issued by the Client;
- (b) the “Client” has accepted the offer of the Firm of Chartered Accountants to provide the services on the terms and conditions set forth in this Contract.

WHEREAS **OUIDF** has decided to engage the **Consultant** for appointment as Statutory Auditor for conducting the Statutory Audit of Books of Odisha Urban Infrastructure Development Fund (OUIDF) and Audit of Expenditure of **Funds** disbursed during the year out of Funds received / receivable from KfW and / or Govt of Odisha, as per Audit Terms of Reference of KfW , for the Financial Years 2024-25 to 2026-27.

NOW IT IS HEREBY AGREED BETWEEN the parties as follows:

1. THAT the **Consultant** shall start the services on..... (the start date) and complete them by..... (the end date) unless and until the date is extended and the agreement is terminated earlier in accordance with it's terms and conditions.
2. THAT the payment under this agreement shall not in any circumstance

exceed Rs.75,000/ per annum for Statutory Audit of Books of Odisha Urban Infrastructure Development Fund (OUIDF) and for Audit of Expenditure of **Funds** disbursed during the year out of Funds received / receivable from KfW and / or Govt of Odisha, as per Audit Terms of Reference of KfW , for the Financial Years 2024-25 to 2026-27 with Goods & Services Tax to be paid separately, as applicable.

3. THAT payment of Rs. 25,000/ to be made for audit of expenditure of PDF grants for the period specified in para 4.2.2 of RFP, as per Audit Terms of Reference of KfW with Goods & Services Tax to be paid separately, as applicable.

4. THAT, the time shall be of the essence as records the performance by the Consultant of its obligations under this agreement.

5. The Following Documents shall form an integral part of this Agreement:

- (a) RFP
- (b) Proposal
- (c) Addendum /clarifications/queries (if any)

## **GENERAL CONDITIONS OF AGREEMENT**

**A. Definitions:** As specified in Para 2.1 of the RFP

**B. Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relationship of Master and Servant or of Principal and Agent as between the “**Client**” and the **Consultant**. The **Consultant**, subject to this Agreement, have complete charge of Personnel for performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**C. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the address specified in special condition.

**D. Commencement, Completion, Modification and Termination of Agreement**

- i. This Agreement shall come into force and effect on the date (the “Effective Date”) of the “**Client**’s notice to the Consultant instructing the **Consultant** to begin carrying out the services.

- ii. The **Consultant** shall begin carrying out the services not later than 7 (seven) days after the effective date.
- iii. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, shall be made by written Agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**iv. Termination for Default:**

a. **Client / Consultant** may, without prejudice, to any other remedy for breach of Agreement, by prior written notice of default sent to the **Consultant**, terminate the work in whole without assigning any reason if

- The **Consultant** fails to deliver any or all of the obligations within the time period(s) specified in the agreement, or any extension thereof granted by **Client / Consultant** designated in this behalf,
- the **Consultant** fails to perform any other obligation(s) under the Agreement,
- if the **Consultant** is in material breach of the representation and warranties contained in this agreement,

b. If the Consultant shall not start the work within 15 (fifteen) days from date of allotment of the work without intimating the reason of delay of work to the **Client**, then the Agreement will automatically stand cancelled and the said work will be allotted to other Bidders as per decision taken by committee members.

**c. Force Majeure**

No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.



## **E. OBLIGATIONS OF THE CONSULTANT**

### **a) Obligation**

The Consultant shall perform all its obligations under this Agreement (including the provision of Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

### **b) Sub-Consultant**

The **Consultant** shall not be sub-contracting any of its obligations under this Agreement.

## **F. SETTLEMENT OF DISPUTE**

Dispute if any shall be discussed and mutually settled as far as practicable and in case of disagreement, the same shall be referred to the Board of Trustees of OUIDF or Designated Officer. After referring to the Board of Trustees of OUIDF or Designated Officer if the said dispute is not solved, the parties may seek intervention of the civil court subject to Bhubaneswar jurisdiction only.

## **G. SUPPORT BY OUIDF**

As specified in Para 3.5 of the RFP

## **H. TERMS OF REFERENCE**

### **Objectives and Scope of Work of OUIDF Audit**

As specified in Para 4.1 and 4.2 of the RFP

## **I. DELIVERABLES, TIMELINES AND PAYMENT SCHEDULING:**

As specified in Para 4.3 of the RFP

IN WITNESS WHEREOF the parties hereto have set their seal and signature on the day and year first above written.

Signed by Officer acting, in  
the premises for and on  
behalf of the **OUIDF**

**Signature**

Signed by Officer acting, in  
the premises for and on  
behalf of the **Consultant**

**Signature**

**Name**

**Designation & Seal**

**Date:**

**Witness 1:**

**Witness 2:**

**Name**

**Designation & Seal**

**Date:**

**Witness 1:**

**Witness 2:**

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## **TERMS OF REFERENCE (“TOR”)**

### **Assurance Engagement in accordance with ISAE 3000 (Revised) for funds disbursed under the (Simplified) Reimbursement Procedure**

Name of project/programme: ..... (the “**Project**”)

KfW reference no.: .....

LOGAS reservation no.: ..... (if available)

Name of Authorized/Authorized Third Party, Project-Executing Agency and/or Project  
Implementation Unit: ..... (the “**Entity**”)

### **The Reimbursements (“Subject Matter”)**

1. Under the financial conditions of the Project’s Loan/Grant Agreement (“Financing Agreement”) and the pertaining Separate Agreement, Project (part of) funds are disbursed under the “**Reimbursement Procedure**” as defined in the Annexes “Total Cost and Financing” and “Disbursement Procedure” of the Separate Agreement.

Funds amounting to ...

- ... EUR 2 million shall be used for accompanying measures as defined in the separate agreement of the project 2016 70 306 (accompanying measure, PDF grant)
  - ... EUR 55 million shall be used for loan refinancing of urban infrastructure measures by Urban Local Bodies (ULBs) in Odisha as defined in the separate agreement for project number 2016 68 391 (main measure, loan).
2. The present assurance engagement shall cover all funds pre-financed in full by the “Entity” which were later on reimbursed by KfW under the financial conditions of the Financing Agreement.
  3. The preparation of the Project Financial Reports (“**Financial Reports**”), the Statements of Expenditures (= List of Expenditures / “**SOE**”) and the related disbursement requests (overall “**Subject Matter Information**”) is the responsibility of the “Entity”.
  4. The financial information shall be established in accordance with consistently applied accounting standards and the underlying agreements governing the use of funds, notably the Financing Agreement(s) including the corresponding Separate Agreement as well as other agreements dealing with the payment flows under this Reimbursement Procedure (together the “**Relevant Agreements**”).

### **Scope**

5. This engagement is a reasonable assurance engagement in accordance with International Standard on Assurance Engagements **ISAE 3000 (Revised)** as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants. This

standard requires that the auditor/ practitioner will plan and perform procedures considered necessary to obtain reasonable assurance about the Subject Matter Information (including – if necessary – on-site visits).

Please note: We do not accept a limited assurance engagement.

6. The assurance engagement will be carried out annually (“**Reporting Period**”) and shall cover all expenditures/costs and reimbursements of the Reporting Period.

### **Objective**

7. The objective of the assurance engagement is to permit the auditor/practitioner to express a conclusion on the Subject Matter Information (see paragraph 3) and to obtain reasonable assurance on expenditure of project funds / incurred project costs, i.e., whether the Subject Matter Information is free from material misstatement regarding proper use of KfW funds according to the criteria (“**Criteria**”) listed in **Annex A**.
8. The auditor/practitioner shall consider that mere account transfers as well as advance payments to Project Partners and service providers which have not been cleared until the end of the Reporting Period must be shown separately as receivables in **Annex B**.
9. The auditor/practitioner shall express a conclusion with reasonable assurance to each criterion listed in Annex A.

### **Reporting**

10. The Report(s) shall

- (a) be issued by a renowned auditor/practitioner in English language.
- (b) be presented annually (as signed final version only and approved by the Entity) not later than three months after the end of the Reporting Period.

The last audit report shall be presented no later than three months after the end of the Reporting Period in which the final reimbursement under the Subject Matter was effected.

- (c) include at a minimum the following elements:
  - description of the Subject Matter
  - description of significant limitations
- (d) state in a separate paragraph that taxes or other contributions have not been included in the reimbursement requests to KfW, if the Relevant Agreements prohibit financing of these costs.
- (e) comprise the auditor’s/practitioner’s statement on the seriousness of observations noted including the consequences of specific deficiencies, if any.
- (f) contain the following annexes:
  - Annex A and B (completely filled)
  - Definition of “Relevant Documents” for procurement (see Annex C)
  - these ToR

## **Management Letter / Statement on Internal Control**

11. The auditor/ practitioner shall prepare a **“Management Letter”** or **“Statement on Internal Control”** containing

(a) comments and recommendations on

- the accounting records
- systems and controls examined (with special focus on the handling of project receivables such as advances, tax claims, etc)
- procurement systems, procedures and controls (with special focus on conformity to KfW guidelines and other relevant documentation agreed upon, see Annex C of these ToR). In case of comments on procurement systems, these shall be presented in a separate chapter and shall include a list of all affected contracts with contract values.

(b) specific deficiencies and areas of weakness identified in relevant systems and controls. The auditor/practitioner shall rank them according to importance together with recommendations for their improvement.

(c) a report on actions taken by the management to make improvements with respect to deficiencies and areas of weakness reported in the past.

(d) any other matters that the auditor/ practitioner considers pertinent.

(e) the management's position on each of the observations made.

The financial impact of findings must be quantified.

## **Liability**

12. The amount of the professional liability insurance shall be based on local/regional standards for audit companies. When prompted to do so, the auditor/practitioner will provide KfW with evidence of his liability insurance.

## **Review**

13. The auditor/practitioner shall keep documentation supporting his conclusion until at least five years after completion of the assurance engagement and shall have them accessible at all times for review by KfW or any third party commissioned by KfW.

**Annex A1 for the Accompanying Measure (PDF Grant) (to be attached to every report as integral part)**

**SUMMARY**

**Name of Project:** Environment related urban infrastructure development Odisha, phase II (AM)

**KfW Ref. No.** 2016 70 306

**Subject Matter:** ...

**Reporting Period:** ...

*[Only if applicable:]* The Funds were (partially) channelled through the Entity to the following Project Partner(s) for final use:

Project Partner	Country	Sub-Project

Within the scope of our reasonable assurance engagement under the Project, performed in accordance with **ISAE 3000 (Revised)**, we give our conclusion on the following criteria:

Applied Criteria	**Conclusion (YES/ Yes, except for .../ NO)	Summary of work performed (see para. 69 of ISAE 3000)
a) All expenditure/incurred costs stated in Annex B were in accordance with the Project purpose as specified in the Relevant Agreements.		
b) The following items are supported by relevant and reliable evidence (such as contracts, invoices, guarantees, procurement documentation etc.): <ul style="list-style-type: none"> <li>incurred costs paid</li> <li>cleared receivables of previous periods</li> </ul> There are no indications that any expenditure had already been financed by other sources.		
c) The SOE sent to KfW during the Reporting Period can be relied upon to support the related disbursement requests. Clear linkage exists between the SOE and disbursement requests presented to KfW and the accounting records of the Entity. <ul style="list-style-type: none"> <li>Cash flows of KfW Funds to final beneficiaries can be traced without any gaps</li> <li>Exchange rates used are plausible and have been applied consistently</li> <li>The costs are in line with the budget positions agreed with KfW</li> <li>Fixed Asset registers have been maintained properly</li> </ul>		
d) Goods and Services have been procured in accordance with the Relevant Agreements, especially the applicable KfW "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial		

Cooperation with Partner Countries”, and any other relevant document (see Annex C), including adherence to all required No-Objections, thresholds and associated conditions.		
e) No other important findings and observations have been disclosed during the engagement.		In addition: Please indicate here whether a Management Letter has been issued or not.
f) Material observations raised in previous audits have been cleared.		

**\*\*Note:** Please insert

- “YES” in case of an unqualified conclusion
- “YES, except for ...” in case of a qualification
- “NO” in case of another modification of the conclusion

All modifications of the conclusion require a reference to a detailed description in the Report or Management Letter.

<b>The following costs are questionable / ineligible</b>		
<i>Sample size</i>	<i>Currency / amount</i>	<i>Reference to Report or Management Letter</i>

Any questionable/ ineligible cost shall be detailed in the Report or Management Letter with an explanation stating facts and reasons.

Date:

Stamp and Signature of the auditor/practitioner:

**Annex B1 only for Accompanying Measure (PDF Grant) (to be attached to every report as integral part)**

<b>KfW Ref. No. 2016 70 306</b> <b>PDF and capacity building TA grant</b>	
<b>Reporting Period: ...</b>	<b>Currency: ...</b>
Costs paid (disbursements utilised) during Reporting Period	
<i>If any:</i> Advances paid (disbursements <u>not</u> yet utilised) during reporting period (also to be shown in line 3 of Supplement 1 table below)	

<b>Supplement 1: Project receivables (to be filled only in case of advances paid)</b>		
1) Opening balance of receivables such as advances, tax claims etc. paid from KfW funds but not cleared by the end of previous Reporting Period		
2) Receivables of previous Reporting Periods: cleared during Reporting Period	Less	
3) New Receivables paid (advances) in Reporting Period and not cleared by the end of Reporting Period	Plus	
4) Total receivables not cleared at the end of Reporting Period		
<b>Receivables paid <u>and</u> cleared within the Reporting Period shall not be considered here.</b>		
<b>Supplement 2: Retention Account</b>		
<b>- If any - Balance Retention Account by the end of this reporting period:</b>		

Date:

Stamp and Signature of the auditor/practitioner:



## **Annex C1 (to be attached to every Report as integral part)**

### **Definition of “Relevant Documents” for Procurement**

The Separate Agreement is always applicable and defines the details of the procurement procedures and potential relevance of the other documents/ rules/ laws listed below:

Separate Agreement, dated ... (incl. KfW's Procurement Guidelines)
Procurement-relevant amendments (or attachments) to the Separate Agreement, e.g., by Minutes of Meeting, dated ...
Procurement (Procedures) Manual (if applicable; has preference over the Separate Agreement), dated ...
Procurement Plan, dated ... (current version)

## Annex A2 for main measure (loan) only (to be attached to every Report as integral part)

### SUMMARY

**Name of Project:** Sustainable Urban Infrastructure Development Odisha II

**KfW Ref. No.** 2016 68 391

**Subject Matter:** Disposition Fund (all Project Accounts stated in Annex B)

**Reporting Period:** ...

Within the scope of our reasonable assurance engagement under the Project, performed in accordance with the International Standard on Assurance Engagements **ISAE 3000 (Revised)**, we give **our conclusion** on the following criteria:

Applied Criteria	**Conclusion (YES/ Yes, except for .../ NO)	Summary of work performed (see para. 69 of ISAE 3000)
a) The payments from the Special Account(s) to the Urban Local Bodies (" <b>Final Borrowers</b> ") and all related expenditure / costs incurred as stated in Annex B have been made in accordance with the conditions of the Relevant Agreements. Where ineligible expenditures are identified, these should be noted separately in the Report (see table below)..		
b) Sub-loans that were extended by OUIDF to the eligible Final Borrowers were processed as defined in the Relevant Agreements and are documented by relevant and reliable evidence such as <ul style="list-style-type: none"> <li>▪ loan applications</li> <li>▪ identification documents of the End Beneficiaries</li> <li>▪ loan agreements</li> <li>▪ securities etc.</li> </ul> Furthermore, they comply with the respective requirements of the Loan Agreement in terms of <ul style="list-style-type: none"> <li>▪ Currency</li> <li>▪ Sub-loan minimum and maximum amounts (also by the Sub-loan purpose)</li> <li>▪ term / repayment date</li> <li>▪ interest rate</li> <li>▪ purpose</li> <li>▪ the sub-borrowers' creditworthiness</li> <li>▪ legal status</li> <li>▪ any other relevant indicator.</li> </ul> There were no indications that these sub-loans had already been financed by other sources.		
c) The checks against sanction / exclusion lists, anti-money laundering measures and KYC as described in the Relevant Agreements, the contracts between OUIDF and the Final Borrowers or as per the internal requirements of the OUIDF have been adequately implemented by OUIDF.		
d) The SOE related to the Reporting Period and referred to in the Report can be relied upon to support the related disbursement requests. Clear linkage exists between the SOE and disbursement requests presented to KfW and the accounting records of the Entity.		
e) No other important findings and observations have been disclosed during the engagement.		In addition: Please indicate here whether a management letter has been issued or not.
f) All observations raised in previous audits have been cleared (for details please refer to page ..... ) – not applicable in case of first report hereunder.		

**\*\*Note:** Please insert

- "YES" in case of an unqualified conclusion;

- “YES, except for ...” in case of a qualification;
- “NO” in case of another modification of the conclusion.

All modifications of the conclusion require a reference to a detailed description in the Report or Management Letter.

<b>The following loans extended to the End Beneficiaries are questionable / ineligible</b>		
<i>Sample size</i>	<i>Currency / amount</i>	<i>Reference to Report or Management Letter</i>

Any questionable/ ineligible loan extended to End Beneficiaries shall be detailed in the Report or Management Letter with an explanation stating facts and reasons.

**Date:**

**Signature of the auditor/practitioner:**

**Annex B2 for main measure only (to be attached to every Report as integral part)**  
**Project Account Summary**

<b>KfW Ref. No. 2016 68 391</b>		
<b>Loans to ULBs from KfW funds</b>		
<b>Reporting Period:</b>		<b>Currency: INR</b>
a) Cumulated expenditure until [beginning of reporting period] for loans to the ULBs (KfW part)		
b) Expenditures (loans to ULBs) during Reporting Period (KfW part)	plus	
c) Cumulated expenditure/ loans to the ULBs (KfW part) until [end of reporting period]	/	
Total Reimbursement received from KfW		

## **Annexure- 4**

### **Declaration of Undertaking**

Reference name of the Application/Offer/Contract:

("Contract")<sup>1</sup>

To: ("**Project Executing Agency**")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>2</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country

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<sup>1</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>2</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

where we are constituted or the PEA's country;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations, and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>3</sup> (ILO) and international environmental treaties.

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<sup>3</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO

Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>4</sup>: \_\_\_\_\_

Signature:

Dated:

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conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>4</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.