



**Meghalaya State Watershed & Wasteland Development  
Agency.**

Climate Adaptive and Community-based Water Harvesting  
Project, Meghalaya

**REQUEST FOR QUOTATIONS –  
NONCONSULTING SERVICES**

**ENGAGEMENT OF CAG EMPANELLED CA FIRMS FOR  
INTERNAL AUDITOR SERVICES FOR FY 2024-25 TO 2026-27**

**July 2025**

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**REQUEST FOR QUOTATION - SERVICES (RFQS)**

Project Title : **CLIMATE-ADAPTATIVE COMMUNITY-BASED WATER-HARVESTING PROJECT IN MEGHALAYA**

Source of Funding: Asian Development Bank

Contract Ref : NCS-3 (MSWWDA/ADB-57/Pt. II)

Date of Issue of Request: 8<sup>th</sup> July, 2025

Deadline for submission of Quotation: 1<sup>st</sup> August 2025 at 13:00 Hrs.

Package Description: Engagement of Internal Auditor for FY 2024-25 to 2026-27

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

Sir/Madam:

1. The Meghalaya State Watershed and Wasteland Development Agency (MSWWDA) hereby requests Comptroller & Auditor General of India Empaneled Chartered Accountant Firm to submit price quotation/(s) for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country, or
  - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Client, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
  - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a document of your experience as Service Provider of completed works as of a size and nature similar to the requirements of this contract as listed below:

The details of qualification criteria is mentioned in Terms of Reference.

4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

RFQ for Engagement of Internal Auditor Services for FY 2024-25 to 2026-27

- (a) Your price quotation/(s) shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be **of Indian Currency**.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked “Original”. In addition, you shall also submit one copy marked as “COPY”. In case of any discrepancy between the Original and Copy, the Original shall prevail. *[Note: Delete last sentence if submission is by electronic means.]*
- (d) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by 1<sup>st</sup> August, 2025 before 1.00 PM with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address : The Deputy Chief Executive Officer,  
Meghalaya Sate Watershed & Wasteland Development Agency (MSWWDA),  
Upper Nongrim Hills, Shillong, Meghalaya.  
Telephone 03643510017

- (f) Quotations shall be opened to the public, in the presence of participating Service Providers' representatives who choose to attend, on 1<sup>st</sup> August, **2025 at 1.30 PM** and at the following address:

**The Deputy Chief Executive Officer**  
**Meghalaya Sate Watershed & Wasteland Development Agency Upper**  
**Nongrim Hills, Shillong, Meghalaya.**

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (h) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
  - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - (ii) where there is a discrepancy between the unit rate (where applicable) and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

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If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

- (i) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (j) The Service Provider whose quotation has been accepted will be notified by the Client within 15 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
- (k) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**. . The service provider shall quote prevailing GST rate in the price schedule; however, GST shall be payable at prevailing rates at the time of invoicing.

5. Further information can be obtained from:

Name : Mr. Z.D. SHIRA, DEPUTY CEO  
Address : Meghalaya State Watershed & Wasteland Development Agency  
(MSWWDA)  
Upper Nongrim Hills, Shillong, Meghalaya.  
Telephone : 0364 2224551  
E-mail : megsoil49@gmail.com

- 6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
- 7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, - administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
- 8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.
- 9. If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

(a) Name of Institution: \_\_\_\_\_

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- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_


10. You/your firm's, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (d) Other relevant details: \_\_\_\_\_

11. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
14. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).
15. Payment Terms: Shall be mutually agreed based on deliverables and time period as per price bid

Sincerely,

  
(Client) CEO

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(b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_

(c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

10. You/your firm's, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

(a) Nature of the offense/violation: \_\_\_\_\_

(b) Court/Area of jurisdiction: \_\_\_\_\_

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_

(d) Other relevant details:

11. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
14. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).
15. Payment Terms: Shall be mutually agreed based on deliverables and time period as per price bid

Sincerely,

(Client) CEO

\_\_\_\_\_

## **Form of quotation** (Services)

\_\_\_\_\_ [date]

To:

Meghalaya State Watershed & Wasteland Development Agency (MSWWDA)

Upper Nongrim Hills, Shillong, Meghalaya \_[

We offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [name of currency] \_\_\_\_\_ in accordance with **Price Schedule** annexed to the **Scope of Services**.

*Note: Attach a **Price Schedule form** to the **Scope of Services**.*

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: \_\_\_\_\_

Authorized Signature : \_\_\_\_\_ Name of

Signatory : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_ Address

: \_\_\_\_\_

Telephone Number : \_\_\_\_\_ Fax

Number, if any : \_\_\_\_\_

Email address (optional) : \_\_\_\_\_



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**ACCEPTANCE**

The Client accepts the Service Provider's offer to provide the service.

Name of Client : Meghalaya State Watershed and Wasteland Development Agency, MSWWDA

Authorized Signature: \_\_\_\_\_ Name

of Signatory: Dr. Joram Beda, IAS

Title of Signatory: Chief Executive Officer, MSWWDA

Date:

**Price schedule***[For use under Option B Form of Quotation]*

Item no.	Item or Activity	Unit	Amount in Rs.
1	Internal Audit of Service of the Meghalaya State Watershed & Wasteland Development Agency (MSWWDA). audited entity financial statements(AEFS) for FY 2024-25 to 2026-27,	LS	
3	GST		
4	Total contract price (in Figures)		
5	Total contract price in (Words)		

**Break Up of Item No.1 of Price Schedule**

Person Months Calculation

SL No	Category of Staff	Nos	Man days per Quarter	Total in 3 Years	Rate per Man month in Rs.	Total Remuneration In Rs.
1	Senior Auditor (Qualified CA /CMA registered with Institute of Chartered Accountants of India/Institute of Cost & Management Accountants of India respectively with 2 years of Experience)-	1	15	135		
2	Audit Asst.(Inter CA/Inter CMA/with 2 years )	2	9	234 (13×2×9)		
	<b>Total</b>			369 days(12 Person months)		
3	Travel/Lodging/Boarding		Lumpsum per Quarter	12		
4	Grand Total for 3 Years					

GST as applicable payable extra.

For FY 2024-25: one visit for FY and for FY2025-26 &amp; FY 2026-27 quarterly once visit

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**Payment Schedule:**

S. No.	Project Deliverables	Payment
	Schedule of fees :	
1	14 days after signing of Contract and submission of Bank Guarantee acceptable to MSWWDA	10% of Contract Price
2	Quarterly on prorata basis for each FY 2025-26 & 2026-27	
	1 <sup>st</sup> Quarterly report on approval by MSWWDA	7.5% of total contract price
	2 <sup>nd</sup> Quarterly report on approval by MSWWDA	7.5% of total contract price
	3 <sup>rd</sup> Quarterly report on approval by MSWWDA	7.5% of total contract price
	4 <sup>th</sup> quarterly report on approval by MSWWDA	7.5% of total contract price
3	Annual Audited Entity Financial Statement for 2024-25	10% of total Contract Price
4	Annual Audited Entity Financial Statement for 2025-26	10% of total Contract Price
5	Annual Audited Entity Financial Statement for 2026-27	10% of total contract price

**Note: Bidder shall quote separate price bid for below mentioned schemes/projects as per ToR.**

1. Climate-Adaptive Community-Based Water Harvesting Project in Meghalaya (ADB funded).
2. New Generation Watershed Development Projects under Pradhan Mantri Krishi Sinchayee Yojana- Watershed Development Component 2.0 (PMKSY-WDC-2.0).
3. Coffee Plantation
4. Cocoa & Black Peeper Plantation

Signature of Partner

Membership No

## Contract

**Name of Country:** India

**Project Name:** Climate Adaptative Community Based Water Harvesting Project In Meghalaya

**Name of Contract:** Engagement of Internal Auditor for FY 2024-25,2025-26,2026-27

Contract Number: \_\_\_\_\_

This Contract is entered into on \_\_\_\_\_[*date*]\_\_day of \_[*month*],\_ [year]\_\_, between \_\_\_\_\_[*name of Client*]  
\_\_\_\_\_ (hereinafter called “the Client”) on the one part, and \_\_\_\_\_[*name of Service Provider*]  
\_\_\_\_\_ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for \_\_\_\_\_[*description of services*] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_[*amount in words*]\_\_ [amount in figures] hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation**, with **Scope of Services** and **Appendix** [*and Price Schedule under Option B form of quotation*]; and
  - b) Contract Terms and Conditions;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under Applicable laws.

**Signature and seal of the Client:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

**Signature and seal of the Service Provider:**

For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

## Contract terms and conditions

**Project Name:** Climate Adaptative Community Based Water Harvesting Project In Meghalaya  
**Client:** Meghalaya State Watershed and Wasteland Development Agency, MSWWDA  
**Contract No.**\_\_

### 1. Definitions

- (a) “Contract” means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) “Completion” means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) “Client” means the entity purchasing the Services.
- (f) “Services” means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) “ADB” is the Asian Development Bank.

### 2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country.

### 3. Language

All communications and documents related to the Contract shall be in English.

### 4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

### 5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB’s Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

### 6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

**7. Required Performance Standards** (with attachments as necessary to be prescribed by Client.)

- (a) General Description
- (b) Specific Standards
- (c) Performance Parameters

Service Provider confirms compliance with above standards and parameters.

**8. Service Completion Schedule**

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding **Thirty Six months** from the date of signing of contract.

**9. Fixed Contract Price**

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

**10. Taxes and Duties**

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

**11. Payment**

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- (a) Advance payment of 10% within 14 days of signing the contract, upon evidence of mobilization of service Provider.
- (b) In accordance with the Price Schedule, the amount resulting from multiplying the claimed and verified quantity of the item or activity with the unit price indicated in the accepted Form of Quotation.

**12. Resolution of Disputes**

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the arbitration law or rules of India.

**13. Independent Service Provider**

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

**14. Intellectual Property Rights**

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of:

- (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

**15. Failure to Perform**

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

**16. Termination Due to Integrity Violation**

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

**17. Other Grounds for Termination**

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

**18. Force Majeure**

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, “Force Majeure” means an events beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**19. Accounts and Records**

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

**20. Suspension of ADB Loan or Credit.**

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client’s representative, of such suspension within 7 days of having received ADB’s suspension notice.

**21. Termination Notice Due to Non-payment**

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

## **Appendix A**

### **Project internal auditors – indicative scope of work**

#### **A. Objective**

5. The objectives of the internal audit are to (i) review the adequacy and efficiency of the governance and control processes in the project financial management arrangements, and (ii) provide the project management with timely information on financial management aspects of the project to enable appropriate corrective / follow-up action. The Internal Auditor shall be responsible for internal checks and controls to ensure reliability and efficacy of the systems/procedures for project management aimed at transparency and compliance with the relevant guidelines/rules.

#### **B. Scope of Work**

6. The internal audit will be carried out for full financial year on quarterly basis in accordance with the International Professional Practices Framework, promulgated by the Institute of Internal Auditors. The internal audit will include tests and controls as the auditor considers necessary under the circumstances. When conducting internal audit, special attention should be paid to the following:

- (i) Ensure that the accounting and financial management systems remain reliable and effective in design and to assess the extent to which they are being followed.
- (ii) Review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure reasonable assurance of the books of accounts;
- (iii) Verify that the system of internal check is effective in design and operation to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications.
- (iv) Identify areas of significant inefficiencies in the existing systems and suggest necessary remedial measures.
- (v) Confirm the existence of financial propriety in all decision and verify compliance to government and statutory requirements as well as ADB requirements, where applicable.
- (vi) Confirm that the agreed procurement procedures and arrangements have been followed for works, goods and services;
- (vii) Check that all expenditure incurred has the necessary supporting documents and have been incurred in accordance with the Government of India rules, accounting standards and relevant financing agreement with Asian Development Bank (ADB);
- (viii) That adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification, and location of assets;
- (ix) That annual physical verification of assets is being carried out with due diligence;
- (x) Review the reliability and integrity of financial and operating information and the means used to identify measure, classify, and report such information;
- (xi) Review and appraise the economy and efficiency with which resources are employed;
- (xii) Review operations or program to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned;
- (xiii) Conduct audit of the accounting software/ application used by the project to ascertain reasonable assurance;
- (xiv) Ascertain that the internal control system including financial and operational controls, accounting system and reporting structure are adequate and effective;
- (xv) Suggest ways and means for mitigation of risks associated with the existing procedures/systems;
- (xvi) Monitor compliance with the best practices of corporate governance and identification of



- significant deviations thereof;
- (xvii) Ascertain the integrity, reliability and completeness of financial and other information provided to management and stakeholders, including that used in decision making;
- (xviii) Identify financial control and processes weaknesses, make recommendations for improvement;
- (xix) Comment on the effectiveness of the mechanism available at the MSWWDA and PIUs for ensuring compliance with observations of the earlier audit reports. The IA shall report on the corrective action taken on the observations of the earlier audit reports and list out the serious observations made by them which have not yet been complied with.
- (xx) Conduct verification and confirmation of audited utilization certificates submitted by watershed committees.

7. The Internal Audit to be conducted on quarterly basis for all Schemes and Programs of MSWWDA and report should be discussed with the Chief Executive Officer. The Schemes are given below:

- (i) Climate adaptive community-based water harvesting project in Meghalaya (ADB funded).
- (ii) New Generation Watershed Development Projects under Pradhan Mantri Krishi Sinchayee Yojana- Watershed Development Component 2.0 (PMKSY-WDC-2.0).
- (iii) Coffee Plantation
- (iv) Cocoa & Black Peeper Plantation

The final audit report will be submitted to project audit review committee within 45 days of end of each quarter period. The Internal auditor should verify that the project is effectively and efficiently in compliance with agreed reporting protocols with ADB. This shall require close coordination and communication with PMU and IA, representatives from primary stakeholder, external consultants and field staff when appropriate.

#### I. Minimum Qualification Requirements

1. The Consultant shall meet the following minimum requirements:

- a. Must be a CAG empaneled Qualified Chartered Accountant firm under Meghalaya.
- b. The firm should have at least 5 full time Fellow Member of Chartered Accountants or Cost & Management Accountants, (inclusive of two full time partners/directors) as on the date of submission of RFQ (supported by copy of Constitution certificate of the firm issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India)
- c. The firm should have at least 8 semi-qualified assistants (inter CA/ inter CMA) as on the date of submission of RFQ (supported by institute documents)
- d. The firm should have at least 10 Audit staff/article assistants as on the date of submission of RFQ
- e. The firm must have conducted Audit of at least four Central Government /State Government organization/PSU /MNC of company/
- f. Must have minimum average Annual Turnover of Rs. 50(fifty) lakhs from Audit Activities in last three years.(Refer Attachment –I Sl No.12)
- g. Must have completed satisfactory successfully similar works during last 3 years: (i) Three similar work each costing not less than Rs. 6 LACS OR (ii) Two similar work each costing not less than Rs. 8 LACS. OR (iii) One similar works costing not less than Rs. 12 LACS.

- h. Must have experience of at least one EAP audit in last three years
- i. The firms/contractors who don't have the registered office at Shillong /Guwahati/North East State Capital must have their functional/operational office in National Capital Region in operation for at least last two years for their works being done in North East India region
- j. Should have preferably, minimum Seven (07) years of progressive experience in carrying out internal audits of similar projects, **preferably multilateral foreign/donor funded projects** (ADB/World Bank /JICA /NDB

2. SUPPORTING DOCUMENTS The supporting documents must include, but not necessarily limited to the following:

- Copy of Empanelment Certificate ~~of Registration~~ in case of empanelment with CAG etc.
- Copy of registration certificate for GST, PAN.
- Copy of Statement of Profit and Loss Account certified by chartered accountants together with a certified copy of audited Balance Sheet.
- Copy of completion certificate along with letter of Award of similar nature and magnitude's project.
- . Copy of Constitution of Firm from ICAI LLP Agreement (if any).
- Fellow /Associate Member certificates of all the Partners
- Intermediate certificate of ICAI/ICMAI all staffs who will work as Audit Asst for this assignemnt
- Copy of ITCC for last three years

J. Person Months Requirements

3. The consulting service will be implemented from 1<sup>st</sup> April 2024 (or date of signing ) to 31<sup>st</sup> March 2027, with intermittent person month inputs of minimum 12 person months throughout the Project Period which is annexed herewith.

K. Reporting

The internal auditor would submit quarterly reports. The report shall contain the records verified, deviations, if any, the adequacy of internal controls and the adherence to ADB and Government rules and regulations, orders made from time to time under the project. The report should be discussed and agreed with the auditee and should be structured in a manner giving the observations, the implications of the observations, the suggested recommendation, the management comments/ agreed actions and timeline of implementation. In addition, the internal auditor should provide an Executive Summary highlighting the critical issues which require the attention of the IA and PMU and the status of actions on the previous recommendations including pending external audit recommendations. The audit observations should be supported by instances and quantified, as far as practicable.

4. The quarterly audit reports should be submitted within 45 days from the end of the audit review period with an executive summary and a management letter. The reports will be submitted to the Project Audit Review Committee (PARC) of the MSWWDA.

5. The auditor will provide a detailed report to Project Management highlighting findings during the period under review. This will be in the form of a Management Letter 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 weaknesses in systems and controls and recommendation for their improvement.
  - c. Compliance with covenants in the financing agreement and comments, if any, on internal and external matters affecting such compliance.
  - d. Matters that have come to attention during the review and might have a significant impact on the implementation of the Project.
  - e. Any special review procedures required of a compliance nature (for example, compliance of the procurement procedures, procedure for selection of consultants etc. recommended by the ADB).
  - f. Status of compliance to previous report and
  - g. Any other matters that the auditor considers pertinent.
  
6. The Executive Summary should normally cover the following items:-
  - (viii) Objectives of the audit;
  - (ix) Methodology of the audit;
  - (x) The status of implementation of the financial management system;
  - (xi) The status of compliance of the previous audit reports, including major external audit observations pending compliance;
  - (xii) The key areas of weaknesses that need improvement;
  
7. Other Terms and conditions.
  - (i) The RFQ is not entitled to any compensation for the expenses incurred in connection with the preparation and submission of RFQs.
  - (ii) Currencies for bid and payment shall be in Indian Rupees only.
  - (iii) The successful bidder would ensure that the information obtained during the audit in respect of MSWWDA is maintained in strict confidence and secrecy. An undertaking towards maintaining confidentiality is to be provided by the successful bidder.
  - (iv) The manpower engaged by the successful bidder Audit firms for MSWWDA Audit work shall be the employees of the bidder Audit firms for all intends and purposes. The manpower should be engaged on need basis and should not be engaged as required basis in a year for the subject contract.
  - (v) The Audit firms have to withdraw the manpower deployed by them after expiry/completion/termination of the contract and Client/Employer will not take any responsibility of them
  
8. Minimum Team Composition, Qualification and Experience Requirements for the Key Experts The audit team will comprise, at the minimum, the following personnel whose CV will be evaluated based on qualifications and experience in carrying out internal audits of similar projects. Experience on externally-financed projects is preferred.

SL No	Key Experts	Description of Service to be provided	Minimum Qualification and experience	No of Experts	Man days in a Quarter
1	Senior Auditor	Team leadership Reporting Liaison with client	Qualified as Chartered Accountant, 2 years post qualification experience as practicing Chartered Accountant with continuous employment with the firm	One	15
2	Audit Asst.	Audit at District Office of MSWWDA for preparing reports for the Senior Auditor.	Inter CA/Inter CMA) with 2 years' experience in Audit of Govt.Agency or EAP	Two Number	13 mandays by each Audit Asst.
Total Expected mandays per Annum					132 Mandays

The total expected man days is indicative only.

9. Payment Terms:  
The professional fee will be paid quarterly after MSWWDA's approval of audit and submission of tax invoices. No proposal for variation will be allowed during the contract period. TDS as per IT/GST rules will be deducted at applicable rates from all payments.
10. General :  
The Internal Auditor will be given full access to all documents, correspondence and any other information relating to the project and deemed necessary by the Auditor.

**Attachment -1****Application form for Internal Audit Assignment**

(Please strike off whichever is not applicable)

Sr. no.	Particulars	Details				
1.	a)	Name of the firm (in Capital letters)				
	b)	Address of the Head Office				
	c)	Name of the Senior Partner, who shall issue/sign the Internal Audit report.				
	d)	Telephone Number				
	e)	E-mail address				
	f)	PAN of the firm				
	g)	GST No.				
2.		Firm Registration No. (As Issued by Institute of Chartered Accountants of India)				
3.		Date of Incorporation (as per certificate issued by Institute).				
4.		Number of full Time Partners of the firm as on date of RFQ <b>(Please fill up Annexure-E1)</b>				
5.		Number of qualified Chartered Accountants / Cost Accountant Employed with firm <b>(Please fill up Annexure-E2)</b>				
6.		Number of Semi-qualified and Article Assistants/Audit Staff. <b>(Please fill up Annexure-E3)</b>				
7.	Whether the firm has experience of statutory/Internal Audit in at least as specified in TOR as on date of RFQ–		Yes	No		
8.	As per TOR, whether the firm has adequate experience and Annual Turnover .		Yes	No		
9	Whether the firm have conducted Audit of as expected in TOR		Yes	No		
10.	Whether the firm have at least one partner with DISA (Diploma in System audits) /CISA (Certified Information Systems Auditor) qualification as on the date of submission of RFQ. <b>(If yes, please attach DISA/CISA self-attested certificate along with the RFQ)</b>		Yes	No		
11.	Whether the firm has Branch offices Meghalaya and north East Region		Yes	No		
12	Average Annual Turnover		FY 2021-22	FY 2022-23	FY 2023-24	Average Annual Turnover in Rs.
	In INR.					

(Name &amp; Signature of Managing/ senior partner of the firm with seal)

**Attachment 2****Details of Full Time Partners of the Firm as on date of RFQ**

Firm's Name \_\_\_\_\_

<b>S. No.</b>	<b>Name of the Partner</b>	<b>Membership No.</b>	<b>Whether Associate/ Fellow member</b>	<b>Additional Qualification CISA/DISA/ etc./Equivalent)</b>	<b>Date of joining the Firm as partner(Full time)</b>

Please attach a copy of the Membership certificate and CISA/DISA certificate in support of above.

(Name & Signature of Managing/ senior partner of the firm with seal)

**Attachment 3****Details of Qualified Chartered Accountants/Cost Accountants employed with the firm as on the date of RFQ.**

Firm's Name\_\_\_\_\_

S.No.	Name of the Chartered accountant/ Cost Accountant	Membership No.	Whether Associate/ Fellow member	Additional Qualification CISA/DISA/ etc.	Date of joining the  firm (Full time)

- Please attach a copy of the Membership certificate and CISA/DISA certificate /equivalent in support of above.

(Name &amp; Signature of Managing/ senior partner of the firm with seal)

**Attachment 4****Details of Semi-qualified Assistants as on date of RFQ**

Firm's Name\_\_\_\_\_

(Please refer to Sl. No.6 of the application form **at Annexure E**)

<b>S.No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Date of joining the firm (Full time)</b>

Details of other Audit Staff/ Article/audit assistants as on date of RFQ

(Please refer to Sl. No.6 of the application form **at Annexure E**)

<b>S.No.</b>	<b>Name</b>	<b>Qualification being studied or completed</b>	<b>Date of joining the firm (Full time)</b>

(Name &amp; Signature of Managing/ senior partner of the firm with seal)



**Attachment –5****List of Firm's experience of Statutory /Internal Audit carried out in last 5, as on date of RFQ**

Firm's Name \_\_\_\_\_

<b>S.No.</b>	<b>Year of Audit</b>	<b>Name of the Agency</b>	<b>Type of Audit Statutory/Internal</b>	<b>Professional Fee received from the Contract</b>

Please attach the copies of work order/letter placed by above agency on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

### Attachment –6

#### Project Experience

Please indicate name of at least 5 Govt. Agency //EAP whose statutory/ internal audit has been handled by the firm

Firm's Name\_\_\_\_\_

S. No.	Name of the Govt. Agencies/EAP	Year of Audit	Type of Audit Statutory/Internal	Professional Fee received for the Contract In Rs.

Please attach the copies of work order/letter placed by companies on the firm's name along with copies of relevant documents (experience certificate /completion certificates) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

**Attachment 7**  
**Office Location**

Firm's Name\_\_\_\_\_

**Please mention name and address of your Branch offices in India at locations mentioned in the table.**

<b>S.No.</b>	<b>Location</b>	<b>Address of Branch offices in India</b>
1	Meghalaya	
2	Assam	
3	North East State Capitals	
4	Delhi	

Please attach the copy of branch incorporation issued by institute of Chartered Accountant.

(Name & Signature of Managing/ senior partner of the firm with seal)

**Attachment –8**  
**List of documents attached**

Firm's Name \_\_\_\_\_

S.No.	Name of Document	Document attached		
		Yes	No	At Page No.
	<b><u>PART-I : TECHNO-COMMERCIAL BID</u></b>			
1.	Duly signed & stamped copy of GST Registration Certificate.			
2.	Duly signed & stamped copy of <b>PAN Card</b> (in the name of the Firm)			
3.	Duly signed & Attachment 1 to Attachment 9			
4.	Duly signed & stamped copy of <b>Annexure F- Undertaking Sheet</b>			
5.	Duly signed & stamped copy of stating Particulars of partners, qualified Chartered Accountants/ Cost Accountants and Article assistants/ Audit staff, along with Membership Certificate copies of partners, qualified Chartered Accountants/ Cost Accountants.			
6.	A copy of Constitution certificate issued by Institute of Chartered Accountants of India.			
7.	A copy of Firm's constitution certificate of firm issued by the Institute of Chartered Accountants of India/ to the firm containing inter-alia, the details of partners as on date of RFQ.			
8	Duly signed & stamped copy of Agency/Project-wise experience of experience certificates			
9.	Duly signed & stamped copy of work orders/Letter of Awards placed by Companies/organizations/co-operatives and other companies on your firm's name.			

10	<b>DISA/CISA certificate duly signed &amp; stamped copy along with the RFQ</b>			
11	Duly signed & stamped copy of Constitution certificate issued by Institute of Chartered Accountants of India/ <del>Institute of Cost Accountants of India.</del>			
12	Duly signed & stamped copy of Firm's constitution certificate of firm issued by the Institute of Chartered Accountants of India/ <del>Institute of Cost Accountants of India</del> to the firm containing inter-alia, the details of partners as on date of RFQ.			
13	Duly signed & stamped copy of <b>Annexure G-</b> LIST OF DOCUMENTS ATTACHED-Please mention separately			
14	Duly signed & stamped copy of <b>Annexure-I</b> Tax Compliance Clauses Related to GST- Please mention separately			
15	Duly signed & stamped copy of Disciplinary Clauses- Please mention separately			

(Note: All the above documents should be signed, certified, page numbered and properly tagged.)

(Signature of Managing/ senior partner of the firm with seal)

**Attachment –9****Draft internal audit report**

File No.: \_\_\_\_\_

Dated: \_\_\_\_\_

1.0 Draft Report Number and Subject:

- i) Date of submission:
- ii) Due date of submission:

1.0 Name of the Auditee Unit/Office:

1.0 Period covered in the Audit:

1.0 Date of start/completion of Audit:

1.0 Detail/Names of Auditors:

1.0 Audit Scope/Area of transactions covered in the Audit  
and extent of verification/sampling technique:

**(Actual area covered may be indicated here, in brief even if there is no observation. If required, separate sheet may be attached)**

S. No.	Particulars/ Area Audited	Scope and extent covered as per scope defined	Draft Audit Observations
1.			
2.			
3.			

1.0 Methodology and process of Audit employed:

8.0 Brief of the Internal Control Systems/Procedures examined for its Adequacy, shortcomings/weaknesses/appreciable points observed and suggested measures/viable solutions suggested:

1.0 Constraints in conducting the Audit:

Final Audit report, executive summary and significant observations indicating there in the financial implication and risk category (High/Medium/Low) will be given after receipt of replies from the Auditees (**Attachment 9 and 10**):

(Signature) Name &amp; Address of the Auditors/Firm

## Attachment-10

### Compliance Report

**Dated:** \_\_\_\_\_

**Report No.**

<b>Sr. No</b>	<b>Draft Audit  Queries/ Observations</b>	<b>Reply as given by the  Auditee Unit/Office</b>	<b>Internal Auditor's Final  Comments/Suggestions with Financial implication</b>	<b>Grading of Risk(High/ Medium m/Low)</b>

Signature  
Name & Address of the Auditors/Firm

## Attachment-11

### Non-disclosure agreement

MSWWDA  
Upper Non Grim Hill ,Shillong-793003

Attention: Dr.Joram Beda,IAS  
Chief Executive Officer  
MSWWDA

Dear Sir:

I, the undersigned, \_\_\_\_\_, an employee of \_\_\_\_\_  
("the Service Provider"), have been assigned to carry out work in connection with [*Contract No. and Service Details*] (the "Contract"). In connection with the carrying out of such work, I acknowledge that I may be given access to, receive or generate, directly or indirectly, data and information which may be considered "Confidential Information", as defined below.

I represent, warrant, covenant and agree as follows:

- 1) Neither to use, copy or reproduce nor permit the use, copying or reproduction in any form of any Confidential Information other than solely in connection with carrying out responsibilities under the Contract, except with prior written approval of the [*authorized representative/s of MSWWDA*];
- 2) Neither to provide or disclose nor permit the provision or disclosure, orally, electronically or otherwise, either directly or indirectly, of any Confidential Information, or any copy, summary or extract thereof, to any third party or any MSWWDA staff who does not require such Confidential Information for the carrying out of his/her duties to MSWWDA except with prior written approval of the [*authorized representative/s of MSWWDA*];
- 3) Upon termination for any reason of my involvement in the Contract, I shall promptly (and in any case within seven (7) calendar days after written request from MSWWDA) return to MSWWDA all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligations under this Non-Disclosure Agreement shall continue for a period of two (2) years from the date of such termination.

The term "Confidential Information" shall include but is not limited to data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of MSWWDA or any other information regarding the management and method of operation of MSWWDA.

MSWWDA may elect at any time to terminate or restrict my access to the Confidential Information.

Name of Service Provider's Employee: \_\_\_\_\_

(Please sign over printed name)

Date Signed

Signed in the Presence of:

Name of Authorized Service Provider Signatory: \_\_\_\_\_

(Please sign over printed name)