



JHARKHAND TRIBAL DEVELOPMENT SOCIETY, RANCHI
(A unit of Scheduled Tribe, Scheduled Caste, Minority and Backward Class Welfare Department,
Government of Jharkhand)

Letter No. : JTDS/2023/67

Ranchi/Date : 14/07/2023

निविदा सूचना

एतद् द्वारा सूचित किया जाता है कि झारखण्ड ट्राईबल डेवलपमेंट सोसाईटी, राँची जो अनुसूचित जनजाति, अनुसूचित जाति, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग, झारखण्ड की इकाई है, जो झारखंड के 13+1 TSP जिलों में कार्यरत है। वित्तीय वर्ष 2022-23 में संचालित योजना यथा CCD तथा SCA to TSS जो भारत सरकार द्वारा संपोषित है, का अंकेक्षण 14 DPMU एवं 01 SPMU का कराया जाना है।

1.	निविदा दस्तावेजों को प्राप्त करने की तिथि, समय एवं स्थान	दिनांक-17.07.2023 से प्रारूप (RFP+ToR) वेबसाईट- www.jtdsjharkhand.com पर उपलब्ध होगा।
2.	निविदा जमा करने की अंतिम तिथि, समय एवं स्थान	दिनांक-24.07.2023 अपराह्न-02:00 बजे तक, झारखण्ड ट्राईबल डेवलपमेंट सोसाईटी, कल्याण कॉम्प्लेक्स (प्रशिक्षण केन्द्र, प्रथम तल), बलिहार रोड, मोराबादी, राँची।
3.	निविदा खुलने की तिथि, समय एवं स्थान	दिनांक-26.07.2023 अपराह्न-03:00 बजे, झारखण्ड ट्राईबल डेवलपमेंट सोसाईटी, कल्याण कॉम्प्लेक्स (प्रशिक्षण केन्द्र, प्रथम तल), बलिहार रोड, मोराबादी, राँची।

अतः इच्छुक Chartered Accountants firms वित्तीय वर्ष 2022-23 का अंकेक्षण करने हेतु दिनांक-24/07/2023 अपराह्न-02:00 बजे तक झारखण्ड ट्राईबल डेवलपमेंट सोसाईटी, कल्याण कॉम्प्लेक्स (प्रशिक्षण केन्द्र, प्रथम तल), बलिहार रोड, मोराबादी, राँची में RFP में दिये गये Format में by Post/ courier/ hand द्वारा कार्यालय में जमा कर सकते हैं। ई-मेल द्वारा दिये गये प्रस्ताव को स्वीकार नहीं किया जाएगा।

1. निर्धारित तिथि एवं समय के पश्चात् प्राप्त निविदा स्वीकार नहीं किया जाएगा।
2. Firms द्वारा अंकेक्षण संबंधी कार्य जे0टी0डी0एस0 के राज्य कार्यालय में सम्पन्न किया जाएगा एवं इस हेतु कोई TA/DA नहीं दिया जाएगा।
3. अधोहस्ताक्षरी को यह अधिकार होगा कि निविदा एवं RFP को बिना कोई कारण बताये किसी भी समय रद्द किया जा सकता है।

Handwritten signature
14/07/2023

राज्य परियोजना निदेशक
झारखण्ड ट्राईबल डेवलपमेंट सोसाईटी।



Jharkhand Tribal Development Society
Kalyan Complex (Training Centre),
Balihar Road, Morabadi, Ranchi – 834008
Phone & Fax No. : 0651-2552088, E-mail: spd.jtlds@gmail.com

Advt. No.001/2023-24

**Request for Proposal (RFP) from experienced Chartered Accountant Firms/
LLPs for Statutory Audit**

Jharkhand Tribal Development Society or JTDS (hereinafter called “Society”) through The Government of Jharkhand has received financing from Govt. of Jharkhand towards implementing various SCA to TSS and CCD Schemes in selected villages of Jharkhand State. The Society intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposal (RFP) is being issued. JTDS being Implementing Agency has established a State Project Management Unit (SPMU) at Ranchi and District Offices at 14 tribal sub-plan districts of Jharkhand State.

JTDS invites Proposal (RFP) from experienced Chartered Accountants Firms/LLPs for Statutory Audit for the F.Y. 2022-23. Terms of Reference (ToR) and Request for Proposal (RFP) of this assignment will be available from 17/07/2023 in the website www.jtldsgharkhand.com

Selection of the Firms/LLPs will be done in accordance with the JTDS Procurement Guidelines. The minimum fee for the audit is mentioned in the RFP. The Firm/LLPs who quote less than minimum fee will become automatically disqualified from this process. Interested Firms/LLPs are requested to submit their RFP through Registered Post/Speed Post/ Courier/ by hand as given in the latest by **02.00 PM on 24/07/2023** at the following address.

The State Project Director,
Jharkhand Tribal Development Society,
Kalyan Complex (Training Centre),
Balihar Road, Morabadi, Ranchi – 834008

The undersigned reserves the right of rejecting one or all the RFP without assigning any reason thereof.

Sd/-
State Project Director

REQUEST FOR PROPOSALS
(*PROCUREMENT OF SERVICES*)

SERVICES FOR

Statutory Audit of JTDS for F.Y. 2022-23

Prepared by

Jharkhand Tribal Development Society (JTDS)

10th July 2023

REQUEST FOR PROPOSALS
RFP No.: JTDS/SA/01

**Organization Name: Jharkhand Tribal Development Society
(JTDS)**

Title of Services: *Statutory Audit of JTDS for F.Y. 2022-23*

Request for Proposals

The **Jharkhand Tribal Development Society** (hereinafter called **JTDS**) intends to hire Service Provider for the Statutory Audit of JTDS for F.Y. 2022-23 for which this Request for Proposals (RFP) is issued.

Jharkhand Tribal Development Society now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: Statutory Audit of JTDS for F.Y. 2022-23. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm will be selected under a **Quality –Cost Based Selection (QCBS)** procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered by hand or through registered post, courier to **Jharkhand Tribal Development Society** with office address at **Kalyan Complex (Training Centre), Balihar Road, Morabadi, Ranchi-834008** on or *before 2 pm of 24th of July 2023*. No late proposal shall be accepted.

Jharkhand Tribal Development Society (JTDS) reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

Yours Sincerely,

State Project Director
For *Jharkhand Tribal Development Society (JTDS)*
Kalyan Complex (Training Centre),
Balihar Road, Morabadi, Ranchi-834008, *Jharkhand*
e-mail: spd.jtlds@gmail.com
Tel: 0651-2552088

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Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Providers/ Consulting Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the Jharkhand Tribal Development Society (JTDS), are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers/ Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the Jharkhand Tribal Development Society (JTDS).
- 1.5 Jharkhand Tribal Development Society (JTDS) is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.
- 1.6 Jharkhand Tribal Development Society (JTDS) shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section IV. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 Jharkhand Tribal Development Society (JTDS) Policy requires that all Jharkhand Tribal Development Society (JTDS) Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. Jharkhand Tribal Development Society (JTDS) shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, Jharkhand Tribal Development Society (JTDS) defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the

Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, Jharkhand Tribal Development Society (JTDS) may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and Jharkhand Tribal Development Society (JTDS), shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:
- a) If a Service Provider/ Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of Jharkhand Tribal Development Society (JTDS). In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least three *years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

¹ This clause shall be included/revised as deemed necessary

- a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *eight years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, Jharkhand Tribal Development Society (JTDS) may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4 Service Providers/ Consulting Firms shall express the price of their services in INR.
- 7.5 The Financial Proposal shall be valid for *15 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment. Jharkhand Tribal Development Society (JTDS) will make its best effort to complete negotiations and determine the award within the validity period. If Jharkhand Tribal Development Society (JTDS) wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.5 Proposals must be received by Jharkhand Tribal Development Society (JTDS) at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the Jharkhand Tribal Development Society (JTDS). Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by Jharkhand Tribal Development Society (JTDS) shall be declared "Late," and shall not be accepted by the Jharkhand Tribal Development Society (JTDS) and returned to the consultant unopened.

8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Procurement Committee of JTDS. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The Procurement Committee of JTDS has the option to open the proposals publicly or not.

9. Evaluation of Proposals

9.1 A proposal may be rejected, at the discretion of the client, if the firm does not satisfy the mandatory criteria as per table below.

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria:

Ref	Item
Mandatory Criterion 1	<ul style="list-style-type: none"> a. Consulting firm should be empanelled with C&AG of India for audit of FY 2022-23(Provide copy of empanelment certificate) b. Consulting firm should have at least 3 or more full time partners who are fellow members of the ICAI for a period of not less than 3 years. c. Consulting firm should have an average annual turnover of Rs. 25 Lakhs p.a. for past 3 years (Provide audited financial statements for the past 3 years) d. Consulting firm should have experience of at least 10 major audits (statutory/annual audits of corporate entities, externally aided project (including Govt. Bodies, PSUs). e. Any CA firm engaged under JTDS for any management advisory services including training or internal audit assignment in the last two years (whether continuing contract or those who have yet to complete the cooling off period as per ICAI rules) will not be eligible for submitting the proposals. f. Preference will be given to those firms whose Head Office/ Branch Office is situated in Jharkhand. g. The firm or any partners of the firm should not be black listed by any PSU's or Govt. Co. or any other organization in respect of any assignment or behaviour. Any partner/qualified employee of the firm whose name is included in the First or Second Schedule of the Chartered Accountants Act. 1949 will not be considered in the evaluation and the firm will provide and undertaking that such partner/ employee will not be involved in the audit, directly or indirectly. Affidavit of not being black listed has

	also to be given on a Rs. 100 non judicial stamp paper by the authorized person.
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After the Proposals have been submitted to the Procurement Committee of JTDS and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any Procurement Committee of JTDS member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence Jharkhand Tribal Development Society (JTDS) in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than fifteen (15) calendar day after the deadline for receipt of proposals.
- 10.2 The Procurement Committee of JTDS shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 75%.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.

Criteria, sub-criteria	Points
<p>1. Experience of the Consultant and specific experience to the similar assignment</p> <p style="text-align: right;">Total points for this criterion [30 points]</p> <p>2. Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TPF-4 &5 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Audit Team Leader [40 points]</p>	

- b) Position K-2:[Senior Audit Asst-1] [15 points]
 c) Position K-3:[Senior Audit Asst-2] [15 points]

Total points for criterion (2): [70 points]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications [20%]
 2) Adequacy for the assignment [60%]
 3) Experience in region and language [20%]

Total points for this criterion [70 points]

Total points for all criteria 100

The minimum technical score (St) required to pass is [75 points]

If none of the proposals reach or exceed the minimum technical score specified in PDS 10.4 the client reserves the right to invite the consultant receiving the highest technical score (St) to negotiate both its technical and financial proposals, subject to receiving approval by authority. If the negotiations fail to result in an acceptable contract within a reasonable time, the client reserves the right to terminate the negotiations, subject to approval by authority, and to invite—again, at its sole discretion—the consultant receiving the next highest technical score (St) to negotiate both its technical and financial proposals.

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, Jharkhand Tribal Development Society (JTDS) shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 Jharkhand Tribal Development Society (JTDS) shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The Procurement Committee of JTDS has the option to open the Financial proposals publicly or not.
- 11.3 The Procurement Committee of JTDS shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The Procurement Committee of JTDS will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between

words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,

F1 - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights² (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is **04th of August 2023**.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by Jharkhand Tribal Development Society (JTDS); e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. Jharkhand Tribal Development Society (JTDS) shall prepare minutes of negotiation which will be signed both by Jharkhand Tribal Development Society (JTDS) and the Service Providers/ Consulting Firms.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are

² May vary depending on the requirement of the JTDS; normally, weight assigned to Technical is .80 and .20 for the Financial.

exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, Jharkhand Tribal Development Society (JTDS) expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, Jharkhand Tribal Development Society (JTDS) shall require assurances that the experts shall be actually available. Jharkhand Tribal Development Society (JTDS) will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, Jharkhand Tribal Development Society (JTDS) and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, Jharkhand Tribal Development Society (JTDS) shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the Jharkhand Tribal Development Society (JTDS) shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the Jharkhand Tribal Development Society (JTDS) shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on **7th of August 2023**.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of Government of India/Jharkhand's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[State Project Director, Jharkhand Tribal Development Society (JTDS), Ranchi]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for Statutory Audit of JTDS F.Y. 2022-23 in accordance with your Request for Proposal (RFP) dated 10.07.2023 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept Jharkhand Tribal Development Society (JTDS)'s right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with Jharkhand Tribal Development Society (JTDS) as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers/ Consulting Firms Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

TPF-6: Time Schedule for Professional Personnel

			Days (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Days
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature of Authorized Representative: _____
 Full Name: _____
 Title : _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7 th	8th	9th	10 ^t h	11 ^t h	12 ^t h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	04.08.2023
2. Interim Progress Report	14.08.2023
3. Draft Report	18.08.2023
4. Final Report	21.08.2023

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[State Project Director, Jharkhand Tribal Development Society (JTDS), Ranchi]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Statutory Audit of JTDS F.Y. 2022-23 in accordance with your Request for Proposal (RFP) dated 10.07.2023 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the Jharkhand Tribal Development Society (JTDS) right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the Jharkhand Tribal Development Society (JTDS) as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF- 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by Jharkhand Tribal Development Society (JTDS) in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² <hr/> <hr/>	Description: ³ <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/ Jharkhand Tribal Development Society (JTDS)]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

² Short descriptions of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/ Jharkhand Tribal Development Society (JTDS)]

Description ¹	Unit	Unit Cost ²

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

Terms of Reference for engaging External auditors for the Jharkhand Tribal Development Society (JTDS) For the financial year 2022-23

1. Project Background

The Jharkhand Tribal Development Society (JTDS) is an autonomous agency, registered under the Societies Registration Act and has its own bye-laws and financial rules. It is accountable to its General Council and Board of Directors (BOD). The BOD is chaired by the Secretary, Welfare Department, GoJ. The JTDS is implementing various schemes under SCA to TSS, CCD & THP 14 tribal sub-plan districts. The overall goal of JTELP is to improve the living conditions of tribal people in general and Primitive Tribal Groups (PTG) in particular. This is sought to be achieved by “organising and enabling the communities to adopt sustainable and productive natural resource management regimes, adopt market-oriented production systems and learn the skills and gain the experience of planning and implementing development plans relevant to their villages”.

Project Components:

JTELP

Component 1 - Community Empowerment

Component 2 - Integrated Natural Resource Management

Component 3 – Livelihood Support

Component 4 - Project Management

The JTDS has implemented the Jharkhand Tribal Empowerment and Livelihoods Project (JTELP) with support of IFAD. Above Project was closed in June 2022.

SCA to TSP

Current Schemes:

Scheme I: Solar Based Irrigation System in JTDS area;

Scheme II: Vermi-compost bed in JTDS area;

Scheme III: Apiculture in JTDS area.

Scheme IV: Mushroom Cultivation.

Other Schemes (after JTDP):

Scheme I: Setting up Agro based Micro-Enterprise Unit in JTDS area;

Scheme II: Pig Farming for ensuring livelihood security among the scheduled tribes in JTDS area;

Scheme III: Livelihood Prototype scheme in JTDS area.

Scheme I, II & III work started in the F.Y. 2012-13 and it's continued.

CCD

Scheme I: Targeted Hardcore Poor Scheme

Scheme II: Barbatti Cultivation.

ICRISAT Scheme: A small scheme related to promotion of legumes crop i.e. groundnut, pigeon pea and chick pea along with value addition component, knowledge management and market linkage.

In ICRISAT no fund in the F.Y. 2022-23 has been received by JTDS.

Flow of Funds: The Government of Jharkhand has released fund to Jharkhand Tribal Development Society (JTDS) toward the cost of SCA to TSS, CCD and THP Schemes in selected villages of Jharkhand State.

Project Coverage: The implementation of the above schemes has been done through fifteen offices; namely one state office called State Project Management Unit (SPMU) situated at the state capital Ranchi and fourteen district offices called District Project Management Units (DPMUs) situated at Sahibganj, Godda, Pakur, Dumka, Jamtara, East Singhbhum, West Singhbhum, Saraikela-Kharsawan, Ranchi, Khunti, Lohardaga, Latehar, Gumla and Simdega districts of Jharkhand. The ground level implementation is being done through Gram Sabha Project Implementation Committees (GSPECs) formed in approx 1,779 villages. The Project outreach is about 211,000 families in about 1,779 villages in 32 Blocks (sub-districts) in the 14 Tribal Sub-Plan districts.

2. Objective

The objective of this audit is to enable the auditor to express an opinion on whether the financial statements (including additional disclosures as outlined in section 5) present fairly, in all material respects, the financial position of the reporting entity as at 31st March 2023, and/or the results of its operations and its cash flows for the years then ended, in conformity with the Indian Accounting Standard.

3. Responsibilities of the JTDS

i. General

- Provide financial statements for the activities financed by the Govt. fund that are reconcilable to its records and accounts.
- Provide the auditor with access to all legal documents and correspondence with consultants, contractors and other persons or firms engaged by the project, and any other information associated with the project and deemed necessary by the auditor.

- Ensure that the accounting policies are consistently applied and disclosed.
- Ensure that appropriate internal controls are implemented to prevent misstatements and susceptibility to fraud.
- Ensure compliance with all relevant laws and regulations that pertain to the entity.
- Provide the financial statements to the auditor within a reasonable time and be available for any queries that the auditor may have.

ii. Financial statements

The JTDS shall:

- Prepare financial statements covering the reporting period 1st April 2022 to 31st March 2023, in accordance with [IPSAS “Financial Reporting under the Cash Basis of Accounting” standards]. In addition, the following specific disclosures will be included in the financial statements:
- Notes to the financial statements, including a summary of significant accounting policies and specification on applied accounting standards.

4. Responsibilities of the auditor

i. Auditing standards

The auditor is responsible for the formulation of an opinion on the financial statements in accordance with national auditing standards;

ii. General principles

By agreeing to these terms, the auditor confirms that:

- The firm is independent from the project, its staff and activities, in accordance with international best practices.
- The firm is not providing consultancy services to the project or preparing its project financial statements (nor has it done so in the previous two years).
- The auditor is suitably qualified and a member of a professional body affiliated with the International Federation of Accountants.
- The auditor is able to conduct the audit in line with auditing standards acceptable to Govt.
- The firm can assign an audit team to the audit that has the necessary competence and skills.
- The firm has a proven track record in conducting audits of a similar nature and complexity.

iii. Management letter

The management letter is an integral part of the audit package that documents accounting and internal control issues identified by the auditors. The management letter should:

- Outline the auditor’s recommendations to improve identified accounting and internal control issues;
- Include the responses of project management to the identified control issues, and its proposal to address the issues identified within a specific time period.
- Where applicable, follow up on the issues identified in the previous year's management letter.

iv. Reporting

The Auditor is required to deliver an audit package that includes:

- The audited financial statements, including additional disclosures as specified;

- An audit opinion on the financial statements, within the scope as outlined;
- A report on factual findings, within the scope of agreed-upon procedures as outlined. Any ineligible expenditure identified should be clearly mentioned.
- A management letter including the relevant information ;
- The audit report should provide sufficient detail as to the nature and extent of the procedures performed by the auditor. The auditor is required to provide the final draft audit package by no later than 18th August 2023 to allow sufficient time for discussion and addition of management comments as required. The final audit package is to be provided to Govt. by no later than 21th August 2023.
- Reports are to be delivered in English.

Sl No.	Nature of Job	F.Y. 2022-23
1	Consolidation of Financial Statements	01
2	Audit of Units i.e. SPMU & DPMUs	15

Additionally, it is suggested inclusion of:

- A summary of assets acquired or procured to date with project funds by category;
- Disclosure of cash balance, if any;

Note: All Vouching & Auditing work will be carried out at JTDS, SPMU Office situated at Kalyan Complex, Morabadi, Ranchi.

5. Scope of financial audit

In performing the audit, at a minimum the auditor shall:

- Obtain an understanding of the internal controls related to the financial reporting process, to identify and assess any weakness in internal control that might result in misstatements, whether due to fraud or to error;
- Design and conduct audit procedures in response to any weaknesses identified in the internal controls relating to the financial reporting process, to obtain audit evidence that the financial statements are fairly presented and free from material misstatements, in accordance with the applicable accounting framework;
- Verify whether expenditure that was incurred in the name of the scheme is in line with the terms of the financing agreement(s) and incurred for the purposes intended in this agreement. Both Govt. and third party funding should be taken into consideration;
- Verify that the amount of the in-kind contribution is reported according to the agreed accounting principles and the reported fair-market value for all in-kind contribution;
- items is reasonable and correctly and fully disclosed in the financial statements
- Verify that the inventory and fixed assets held by the entity exist, are complete, are properly accounted and are used for the project purposes;
- Note any weaknesses in the internal control environment and in the financial reporting process, and communicate those in the management letter.

6. Scope of the agreed-upon procedures: NA

7. Public disclosure

Govt. promotes public disclosure of project financial information to enhance the level of transparency and accountability. Govt. will disclose project audit reports, as appropriate, in line with the Fund's disclosure policy. Management Letters issued by auditors are not

subject to public disclosure by Govt. In agreeing to the terms of reference, the auditor explicitly acknowledges Govt's right to publicly disclose audit reports (audited financial statements and audit opinion) and will issue reports without a limitation of use clause. To facilitate the public disclosure process, the auditor is requested to submit two separate files as follows:

- Audited financial statements and audit opinion; and
- Management Letter.

8. Reporting

The report on this audit should describe the purpose and the agreed procedures of the engagement in sufficient detail to enable the Govt. to understand the nature and extent of the procedures performed by the auditor. Use of financial and audit reporting is governed by Govt. requirements and the final audit package is to be received by Govt. on or before **21th August 2023**.

9. Deduction of Audit Fees:

If the selected audit firm has not employed audit personnel as per the qualifications prescribed in this ToR or has not done the audit in accordance with the periodicity prescribed in this ToR or has delayed the audit reports, the Project reserves the right to deduct proportionate quantum of amount from the audit fees.

KEY PERSONNEL

The list of key personnel's required for this assignments;

Sl. No	Key Professionals	Description of Services to be provided	Experience	No. of persons
1	Audit Team Leader	Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with office bearers of the JTDS, consolidation/compilation, reporting and de-briefing the SPD.	Qualified Chartered Accountants with at least 8 years post qualification experience with ability to lead the team. Should have experience of audit of at least 03 Govt. organizations.	1
2	Senior Audit Asst. (Minimum Two Persons Required)	Vouching and verification of books of accounts and other tasks	CA (Inter) with 3 years of post qualification experience in Accounting, audit and report writing. Each of the member should have knowledge of the functioning of Govt. organizations	2

10. Appendices

Appendix: Financial Manual(s) of JTDS

Section V – Pro-forma Contract

FPU.SF.19.20

Service Agreement

Between

The Jharkhand Tribal Development Society (JTDS)

And

[Name of the Other Party]

On

[Statutory Audit of JTDS F.Y. 2022-23]

1. Introduction and Integral Documents

The Service Provider agrees to provide Jharkhand Tribal Development Society (JTDS) with Statutory Audit of JTDS F.Y. 2022-23 in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement:

Bid/Quotation Form
Price Schedule
Delivery Schedule and Terms of Reference

2. Parties

The Parties to this Agreement are the **Jharkhand Tribal Development Society (JTDS)** at **Kalyan Complex (Training Centre), Balihar Road, Morabadi, Ranchi-834008**, represented by *State Project Director*, hereinafter referred to as Jharkhand Tribal Development Society (JTDS), and **[Name of the Other Party]**, **[Address]**, represented by **[Name, Title of the representative of the Other Party]**, hereinafter referred to as the Service Provider.

3. Services Supplied

3.1 The Service Provider agrees to provide to the Jharkhand Tribal Development Society (JTDS) the following services (the “Services”):

The Auditor is required to deliver an audit package that includes:

- The audited financial statements, including additional disclosures as specified;
- An audit opinion on the financial statements, within the scope as outlined;
- A report on factual findings, within the scope of agreed-upon procedures as outlined. Any ineligible expenditure identified should be clearly mentioned.
- A management letter including the relevant information ;

The audit report should provide sufficient detail as to the nature and extent of the procedures performed by the auditor. The auditor is required to provide the final draft audit package by no later than **18th August 2023** to allow sufficient time for discussion

and addition of management comments as required. The final audit package is to be provided to Govt. by no later than **21th August 2023**.

- 3.2 The Service Provider shall commence the provision of Services at JTDS, SPMU Office from 07.08.2023 and fully and satisfactorily complete them by 21.08.2023.
- 3.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes...

4. Charges and Payments

- 4.1 The minimum fee estimated for this statutory audit is **Rs.3,00,000/-(Rupees Three Lakh only)** excluding of GST. The minimum fee does not include other expenses.

Consultant's proposal quoting below the above minimum professional fee shall be rejected as non-responsive proposal.

As the all audit related work will be carried out at JTDS, SPMU Office so No TA/DA will be paid.

- 4.2 The Service Provider shall invoice Jharkhand Tribal Development Society (JTDS) upon completion of all the services The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 4.3 Payments shall become due 15 days after Jharkhand Tribal Development Society (JTDS)'s receipt and approval of the invoice. Payment shall be made in INR *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 4.5 Jharkhand Tribal Development Society (JTDS) shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of Jharkhand Tribal Development Society (JTDS) the services to which those payments relate.

5. Warranties

The Service Provider warrants that:

- a) It shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement
- b) In all circumstances it shall act in the best interests of Jharkhand Tribal Development Society (JTDS);
- c) No official of Jharkhand Tribal Development Society (JTDS) or any third party has received or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- d) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- e) The Service Provider, its staff or shareholders have not previously been declared by Jharkhand Tribal Development Society (JTDS) ineligible to be awarded agreements by Jharkhand Tribal Development Society (JTDS);
- f) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- g) It will abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative

practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

- h) The Price specified in clause 4.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

6. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to Jharkhand Tribal Development Society (JTDS) or Jharkhand Tribal Development Society (JTDS)'s designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of Jharkhand Tribal Development Society (JTDS).

8. Dispute resolution

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration to Secretary, ST, SC, BC and Minorities Deptt., Govt. of Jharkhand. The arbitral award will be final and binding.

9. Delays/Non-Performance

- 9.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to Jharkhand Tribal Development Society (JTDS) as soon as possible. In the case of delay or non-performance, Jharkhand Tribal Development Society (JTDS) reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 9.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which

are beyond the control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence of such cause or event and of the likelihood of delay.

10. Confidentiality

All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of Jharkhand Tribal Development Society (JTDS). The Service Provider shall comply with Jharkhand Tribal Development Society (JTDS) Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

**State Project Director, Jharkhand Tribal Development Society (JTDS)
Kalyan Complex (Training Centre), Balihar Road, Morabadi, Ranchi-834008**

[Insert Service Provider's address]

12. Use of Jharkhand Tribal Development Society (JTDS) Name

The use of the official logo and name of Jharkhand Tribal Development Society (JTDS) may only be used by the Service Provider in connection with the Services and with the prior written approval of Jharkhand Tribal Development Society (JTDS).

13. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in Jharkhand Tribal Development Society (JTDS), including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

14. Guarantee and Indemnities

14.1 NA

14.2 The Service Provider shall at all times defend, indemnify, and hold harmless Jharkhand Tribal Development Society (JTDS), its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement.

Jharkhand Tribal Development Society (JTDS) shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause.. This indemnity shall survive the expiration or termination of this Agreement.

15. Status of Jharkhand Tribal Development Society (JTDS)

Nothing in this Agreement affects the privileges and immunities enjoyed by Jharkhand Tribal Development Society (JTDS) as an intergovernmental organization.

16. Assignment and Subcontracting

16.1 The Service Provider shall not assign or subcontracts the activities under this Agreement in part or all, unless agreed upon in writing in advance by Jharkhand Tribal Development Society (JTDS). Any subcontract entered into by the Service Provider without approval in writing by Jharkhand Tribal Development Society (JTDS) may be cause for termination of the Agreement.

16.2 In certain exceptional circumstances by prior written approval of Jharkhand Tribal Development Society (JTDS), specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and Jharkhand Tribal Development Society (JTDS). The Service Provider remains bound and liable thereunder and it shall be directly responsible to Jharkhand Tribal Development Society (JTDS) for any faulty performance under the subcontract. The subcontractor shall have no cause of action against Jharkhand Tribal Development Society (JTDS) for any breach of the sub-contract.

17. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Termination

- 20.1 Jharkhand Tribal Development Society (JTDS) may terminate this Agreement at any time, in whole or in part.
- 20.2 In the event of termination of this Agreement, Jharkhand Tribal Development Society (JTDS) will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to Jharkhand Tribal Development Society (JTDS) within 7 days from the date of termination.

21. Final clauses

- 21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with clause 20.
- 21.2 Amendments may be made by mutual agreement in writing between the Parties.
- 21.3 The language of this Agreement is English.

Signed in two copies, on (date) at (place)

For: Jharkhand Tribal Development Society (JTDS)

For: (Service Provider)

(name)
State Project Director

(name)

(title)