Tender No: CMRL/Internal Audit/2014/001 Dated
04-01-2014

Sealed tenders are invited in 2 packet system from
Chartered Accountant / Cost Accountant firms for the
Internal audit of Chennai Metro Rail Limited

Please visit www.tenders.tn.gov.in or www.chennaimetrorail.gov.in
for details of the Tender and for downloading of Tender documents.

DGM(IA)
Chennai Metro Rail Limited
CHENNAI METRO RAIL LIMITED

TENDER DOCUMENT

FOR

CMRL INTERNAL AUDIT

Tender No. CMRL/Internal Audit/2014/001 dt. 04.01.2014

Last Date & Time of submission of tender : Upto 14:00 hrs on 4th February 2014

Opening Date & Time of tender : 4th February 2014 at 14:30 hrs

Sealed tenders are invited in 2 packet system from Chartered Accountant / Cost Accountant firms for the Internal audit of Chennai Metro Rail Limited

NOTICE INVITING TENDER
1. BACKGROUND

Chennai Metro Rail Limited (CMRL), hereinafter referred to as the Client, is the Special Purpose Vehicle of the Government of Tamil Nadu and the Government of India for implementation of Phase 1 of the Chennai Metro Rail Project. The GoI and GoTN have approved a Metro Rail project for Chennai in January 2009 with a total budget of INR 14600 crores (US $3 Billion). The project is planned to be commissioned in Stages based upon the completion of work. The operations for the Stage 1 of the project covering the elevated section of about 11KM is expected to commence operations from June 2014.

The project aims to alleviate the traffic problems of the city and reduce vehicular pollution. The Client intends to invite Tenders to carry out an Internal Audit function for both the project activity as well as the operations activities. The period of audit shall be for a period of 2 years.

2. PURPOSE

The Internal Audit service is responsible for providing an independent audit of the entire project and operational activities, financial or otherwise. It should provide a service to the whole organization, including all the levels of management. It is not an extension of, nor a substitute for, good management, although it can have a role in advising management. The Internal Audit service is responsible for evaluation and reporting to Board through Director Finance and thereby providing assurance on the arrangements for risk management, control, governance & quality of data.

Based on above, CMRL invites tenders from audit firms to conduct risk based assessment, identifying the potential risk areas and agree on an annual concurrent internal audit plan for the period of 2 years from 1/4/2014 and renewable on mutually agreed terms.
3. ELIGIBILITY CRITERIA:

Firms must qualify in the following minimum criteria:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Minimum Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of Full Time Partners associated with the firm for not less than 3 years and shall be a member of Institute of Chartered Accountants of India / Institute of Cost Accountants of India</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Turnover of the firm (Average Annual turnover of the firm of last three financial years i.e 2010-11, 2011-12 &amp; 2012-13.)</td>
<td>Rs. 2 crores</td>
</tr>
<tr>
<td>3</td>
<td>No. of Years of Firm Existence</td>
<td>Not less than 5 years</td>
</tr>
<tr>
<td>4</td>
<td>No. of assignments of Internal/Statutory Audit of Corporate/PSUs entities except Bank / Branch Audit having an average turnover of not less than Rs 100 crores in the last 3 years. Experience in PSU as Statutory Auditors is desirable.</td>
<td>Atleast 2 nos.</td>
</tr>
<tr>
<td>5</td>
<td>The firm should have Head Office / Branch Office in Chennai</td>
<td>Atleast 3 years</td>
</tr>
</tbody>
</table>

Any firm not qualifying these minimum criteria need not apply and their proposal shall be summarily rejected.

Supporting Documents for Eligibility Criterions:

Following supporting documents must be submitted by the firm along with the technical proposal:

i. For Sl. No. 1 above, the firm must submit an attested copy of Certificate of Institute of Chartered Accountants / Cost Accountants of India.

ii. For Sl. No. 2, the firm must submit a copy of the balance sheet & Income & Expenditure Account for the last three years.

iii. For Sl.No.3, the firm shall submit a declaration for no of years in existence.

iv. For Sl. No. 4, the firm must submit a copy of the appointment letters from the auditee organizations and Annual reports evidencing the turnover of the auditee organizations. Bank/Branch Audit of any Bank shall not be considered while taking into account the total number of assignments.

v. For Sl. No.5: A declaration from the audit firm in the letter head stating that they have Head Office / Branch Office in Chennai atleast for 3 Years.
4. SCOPE OF THE WORK

The Internal Audit Service will consider the adequacy of controls, necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management have taken the necessary steps to achieve these objectives and manage the associated risks.

The scope of Internal Audit work should cover all project, operational and management control and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements.

The audit will be carried out in accordance with the relevant standards of auditing, and will include such tests and controls as the auditor considers necessary under the circumstances. The scope & responsibilities of the Internal Audit function includes the following both in the project phase and the operational phase.

1. To monitor the achievement of organizational objectives.
2. To identify, assess and suggest to manage risks to those objectives.
3. To advise on, formulate and evaluate policy within the responsibilities of the Board of Directors.
4. To ensure compliance with manuals, policies, delegation of powers, laws and regulations including all statutory requirements.
5. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
6. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
7. Verify that the system of internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
8. Identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
9. To ensure that capitalization of assets is done accurately.
10. To provide all requisite information and support for implementation of suitable ERP system and also to ensure adequate controls are developed within the ERP system to be procured to serve the above objectives.
11. Conducting special assignments and investigations on behalf of the Audit Committee/Managing Director/Director (Finance) into any matter or activity affecting the probity, interests and efficiency of the CMRL.
12. To assist the Finance & Accounts Department of CMRL in finalization of Accounts.
13. To involve in physical verification of assets of the company twice in a year by 30th September and 31st March.
14. To ensure adequacy of various manuals in the Company and advice suitable modifications to the Management from time to time.
This assignment of Internal Audit will be done on concurrent basis on a full time basis under control of at least one qualified Chartered / Cost Accountant who can be replaced only with prior approval of CMRL. The audit compliance includes the 100% pre-audit of vendors’ bill and complete & detailed pre audit verification of the final bill of the contractors for the project activity within the time frame as per CMRL existing policy & procedures.

i) To verify and scrutinize payments to contractors with reference to respective agreements and adjustment thereof while accounting for the work done by them and ensure that deductions in respect of mobilization & other advances, Statutory deductions, etc. are correctly made from the bills. Also verify that all accounts are reconciled from time to time.

ii) To verify work-in-progress with reference to field records such as Interim payment certificates and certification of progress issued by the executive, quantum of work-in-progress recorded should be compared with work orders/ contracts and subsequent approvals for variations, to ensure that payments are duly authorized.

iii) To check that adjustments for returns, shortages, damages and unserviceable stores and materials at sites are properly made.

iv) To ensure that various statutory tax returns should be timely filed with all the direct and indirect tax authorities and also verify the facts and figures given in the tax returns.

v) To review terms and conditions of tender documents and agreements, verification of bank guarantees, insurance policies and specific emphasis to be given on final payments.

vi) To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of persons particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.

All work done by the Internal Audit Service should be properly documented, evidenced and filed for any reference. The documentation shall comply with the guidelines prescribed by the ICAI. A detailed scope of work is enclosed in Annexure which is only illustrative and not exhaustive.

5. PERIOD OF INTERNAL AUDIT

The period of internal audit would be two years and it shall be running concurrently with the year during which the audit is done. Audit observations noticed during concurrent audit shall be rectified immediately. An audit report will be submitted in four phases of three months each ending on 30th June, 30th September, 31st December and 31st March in respect of any issues to be resolved. The appointment letter of auditors shall contain the details of date of commencement of audit, completion of audit work in each phase, the date by which reports are to be submitted and phase-wise fees payable.
6. INTERNAL AUDIT REPORTS

The report should be structured in a manner to provide the following:
(a) audit observations; (b) implications of the observations; (c) suggested recommendations; (d) management’s comments/agreed actions and (e) status of actions on the previous recommendations. In addition, the internal auditor should prepare and submit a consolidated report on a quarterly basis, summarizing the individual contract package wise interim reports and highlighting the critical issues which require the immediate attention of CMRL. The reports should be submitted to CMRL within 15 days of the close of each quarter. The auditor should discuss results of audit with the Director Finance of CMRL and the Audit Committee. The report in respect of CMRL shall be submitted in triplicate for each phase along with a soft copy on CD.

Submission of pre-audit observations in respect of Contractor’s bills / non routines
Pre-audit observations on scrutiny of Contractors bills shall however be submitted within 3 workings days as and when referred by Finance Division of CMRL so as to release payments to contractors bills within the time frame. The pre audit observations of contractors bills shall be made in the respective files of the relevant note file.

7. RIGHTS OF THE INTERNAL AUDITOR

The Internal Auditors has rights of access to all CMRL records, information and assets which considers necessary to fulfill the responsibilities. The Head of Internal Audit shall have a right to direct access to the Director (Finance) / Managing Director and the Audit Committee.

8. RESPONSIBILITY

The responsibility of the Internal Auditor would be:

- Develop a flexible annual internal audit plan using an appropriate risk based methodology, including any risks or control concerns identified by management, and submit that plan to the audit committee for review and approval as well as periodic updates.
- Implement the annual internal audit plan, as approved, including as appropriate any special tasks or projects requested by management and the audit committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Issue periodic reports to the audit committee and management summarizing results of audit activities, including significant audit issues and management action plans.
Keep the audit committee informed of emerging trends and successful practices in internal auditing.

Assist in the investigation of significant suspected fraudulent activities within the organization and notify management, the external auditors and the audit committee of the results.

Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.

In turn, the Internal Audit Service agrees to comply with any requests from the external Auditors from CMRL’s Internal Audit Division for access to information, files or working papers obtained or prepared during the audit work that they need to discharge their responsibilities.

9. REPORTING

The Internal Audit should report to the Audit Committee any serious weakness, significant fraud or major accounting breakdown discovered during the normal course of audit through Director (Finance).

The manner and intervals in which the internal audit shall be conducted and reported to the Board shall also be in compliance with the Companies Act 2013.

10. OTHER TERMS AND CONDITIONS:

1. Firms selected by CMRL shall maintain ethics of faith and the information provided by CMRL shall be kept ‘strictly confidential’. The firm shall execute “Confidentiality Non-Disclosure Agreement” before commencement of the Internal Audit Assignment.

2. The selected audit firm shall deploy minimum 5 personnel who must be at least inter passed of which one shall be a senior qualified member to administer the day-to-day audit activity. The audit firm shall employ such more qualified and experienced Personnel as and when required for internal audit. The firm shall furnish the list of personnel deputed for CMRL audit with details before commencement of audit. The list shall be reviewed and approved by CMRL with or without modification. Except as CMRL may otherwise agree, no change shall be made in the approved list of personnel. If for any reason beyond the reasonable control of the Audit Firm, it becomes necessary to replace any of the Personnel, the Audit Firm shall forthwith provide as a replacement, a person of equivalent or superior qualification with the prior approval of CMRL.

3. The company can determine the manner and intervals in which the Internal Audit shall be conducted and reported to the Board to comply with the Companies Act, 2013.

4. In case of any dispute, the decision of MD, CMRL shall be final and binding.

5. All assignments shall be carried out with due diligence maintaining quality of work done and in least possible time.

6. All reporting including MIS shall be done on concurrent basis as required by CMRL from time to time.

7. CMRL reserves the right to cancel selected firms, if it considers necessary.
8. The Audit work being conducted by the firm will be subject to supervision by Internal Audit Division of CMRL as and when required to ensure that the work is progressing as per agreed plan.

9. In case of non-fulfillment of any instructions issued by CMRL, CMRL will be entitled to cancel the audit work without any obligations.

10. The successful firm shall not be entitled to claim any additional amount for any reason whatsoever for the above audit work.

11. The CMRL reserves the right to reject any or all offers received without assigning any reasons.

12. These are only proposed draft terms and conditions and can be modified at any time by the CMRL at its sole discretion.

13. The Audit party will consist of sufficient number of experienced and qualified professionals in relevant field.

11. CONTENTS OF THE TENDER PROPOSAL

This is a two bid open tender. Tenderer has to submit the offer in two different packets. One packet will be for technical bid packet ‘A’ and another packet will be for financial bid as packet ‘B’. The packet ‘A’ shall be superscripted as ”Technical & Commercial Cover” and the packet ‘B’ shall be superscripted as “Financial Bid”. Both the covers should be in sealed condition and placed in a larger cover which should be superscripted with the tender No. CMRL/Internal Audit/2014/001. The tender shall be addressed to Deputy General Manager (IA), CMRL.

(i) Technical bid (Packet A) will be opened on due date (as per Notice Inviting Tender). This packet must contain the following:

a. A proposed plan of action to achieve the objectives of the internal audit function of CMRL. Such a plan should cover short- and medium-term steps to manage the internal audit function;

b. A list of references of internal audit appointments;

c. The curricula vitae of the staff who will be available for the duration of the work;

d. An undertaking to ensure continuity of staff on the project;

e. Details of staff training and development policies and procedures, with specific mention of employment equity policies;

f. In so far as is possible, a comprehensive budget, showing the service Activities proposed, with charge-out rates and budgeted hours per activity, detailing all assumptions made in arriving at a proposed budget, including all costs factors such as travelling. Preference will be given to tenders which show ingenuity in conducting the work.

g. Finally, all the supporting documents as in clause (3) as above & clause 13 to assess the eligibility criteria/technical evaluation may also be furnished.

h. Each page of the tender documents is required to be signed by the Nodal Partner of the firm. The documents / certificates in support along with the tender shall also be signed by the Nodal Partner.

ii. Financial bid (Packet B) will be in the separate sealed envelope, which will contain

a) Price bid as per Forms Fin 1 to Fin 3

b) In case tenderer’s bid disqualifies technically, bidders unopened financial bid will be returned in sealed intact condition.
12. TENDER PRICE

The tender price is to be in Indian currency and must include applicable taxes and the firm must complete the price table as in Fin 1 to Fin 3 for one year. The quoted tender price shall be valid for a period of 120 days from the opening date of tender. The price is firm and fixed throughout the agreement period of 2 years without any escalation.

13. EVALUATION CRITERIA FOR SELECTION OF AUDITOR (Expression of Interest)

a) Technical evaluation:

The Evaluation Criteria for selecting the auditor are mentioned below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Evaluation Criteria</th>
<th>Maximum marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of Partners (Partners should necessarily be a member of Institute of Chartered Accountants of India / Institute of Cost Accountants of India) (2 marks up to 3 partners, 1 for each additional partner)</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>Presence of the Firm in Chennai. The firm having HO/Branch office and have adequate staff to undertake audit work at Chennai. The staff includes Articles, Audit clerks and professionals. The staff strength at Chennai up to 50 person will be given 5 marks above 50 persons will be given 10 marks**</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Number of Professionally Qualified Staff (with associate/fellow membership of Institute of Chartered Accountants of India / Institute of Cost Accountants of India) Between 3-10 staff-(5 marks) More than 10 Staff-(10 marks)</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Turnover for the last five years of the firm More than 200 lacs and up to 250 Lacs-2 marks for each year More than 250 Lacs-4 marks for each year</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Number of internal/statutory audit undertaken during the last 3 years in the listed corporate entity or PSUs (whose average turnover is more than Rs.100 crores in the last 3 years.)* (5 marks for each assignment, maximum ten assignments)</td>
<td>50</td>
</tr>
</tbody>
</table>

\[ \text{Total Marks} = S_T \]

* evidence of turnover being more than Rs.100 cr shall be furnished by the firm viz. auditee’s Annual report etc.

** declaration of staff strength be furnished along with technical bid

The Minimum qualifying mark is 75% on technical evaluation.
b) Financial evaluation:

The formula for determining the financial scores is as below:

\[ S_F = 100 \times \frac{F_m}{F} \]

where \( S_F \) is the financial score, \( F_m \) is the lowest price quoted by any consultant and \( F \) the price quoted by the firm.

The weights given to the Technical & financial proposal are:

\[ T = 0.6 & \quad F = 0.4 \]

Total of all the score = \( S_T \times 0.6 + S_F \times 0.4 \)

14. REGULATION OF AUDIT FEES

The payment of Audit Fees as fixed will be made only after completion of Audit Work and submission of Audit Report for every quarter on pro rata basis. Completion of Audit includes conduct of audit, submission and discussion of report with CMRL. CMRL will not pay any advance to the selected audit firm under any circumstances.

Bill for Audit Fees will be submitted to the Internal Audit Division of CMRL along with a certificate indicating that audit work has been completed as per the agreed terms and conditions.

CMRL shall cause payment to the Audit Firm to be made in quarterly basis within 30 days from the date of receipt of the bill along with supporting documents. Tax as applicable will be deducted at source and tax deducted certificate will be issued as per the law in force.

15. PENALTY

Penalty equivalent to 10% of the quarterly billing rate will be recovered for non-deployment of the Professional or replacement of personnel as per the agreed list of personnel till the person is deployed. Replacement penalty shall be levied at 10% of the billing rate for replacement of any approved personnel during the audit period for each event.

16. TERMINATION

Any party of the Contract may terminate the Contract at any time by one month’s written notice to the other party.

Upon termination of the contract, or at any time if so requested in writing by CMRL, the audit firm will return or destroy within thirty (30) days all confidential information of CMRL and any copies thereof it may hold at such time.
17. ARBITRATION

In case of any dispute, it shall be referred to Arbitration. The sole arbitrator will be appointed by the Managing Director.

The Arbitration shall be as per Indian Arbitration and Conciliation Act, 1996 as amended up to date.

The place of Arbitration shall be Chennai and the language will be English.
# INTERNAL AUDIT – SCOPE OF WORK

## Project Phase

### A) ALL ROUTINE VOUCHERS PROCESSED BY F&A

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All contract payments</td>
<td>On Event</td>
</tr>
<tr>
<td>a. Underground Station Works</td>
<td>On Event</td>
</tr>
<tr>
<td>b. System package Works</td>
<td>On Event</td>
</tr>
<tr>
<td>c. General Consultants</td>
<td>On Event</td>
</tr>
<tr>
<td>d. Civil/ Elevated Station Works</td>
<td>On Event</td>
</tr>
<tr>
<td>e. Any other packages related to the project</td>
<td>On Event</td>
</tr>
<tr>
<td>f. Full &amp; Final Settlement of contractors</td>
<td>On Event</td>
</tr>
<tr>
<td>g. Providing all necessary information for arbitration process</td>
<td>On Event</td>
</tr>
<tr>
<td>h. Validity and value of Bank Guarantees and Insurance policies</td>
<td>On Event</td>
</tr>
</tbody>
</table>

### B) ALL REGULAR AND ADMINISTRATIVE TRANSACTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Cash</td>
<td>Daily</td>
</tr>
<tr>
<td>b. Bank</td>
<td>Daily</td>
</tr>
<tr>
<td>c. Journal entries</td>
<td>Daily</td>
</tr>
<tr>
<td>d. All expenditures connected with project</td>
<td>Daily</td>
</tr>
<tr>
<td>e. Legal, Printing &amp; Stationery, all utilities, courier, telephone, mobile, professional charges</td>
<td>Daily</td>
</tr>
<tr>
<td>f. Any other regular/non-regular payments apart from the above list</td>
<td>Daily</td>
</tr>
</tbody>
</table>

### C) MONTHLY DISBURSEMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Payroll payment</td>
<td>Monthly</td>
</tr>
<tr>
<td>b. Recurring monthly vendor bills / all admin related transactions (Rent, Electricity, Utilities, Stationery etc)</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

### D) BANK RECONCILIATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Bank Reconciliation</td>
<td>Fortnightly</td>
</tr>
<tr>
<td>b. Confirmation of balance</td>
<td>Monthly</td>
</tr>
<tr>
<td>c. Fixed Deposit – Renewal / Closure</td>
<td>Monthly</td>
</tr>
<tr>
<td>d. Cash Drawings</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

### E) MANAGEMENT INFORMATION SYSTEM

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Fortnightly Reports</td>
<td>Fortnightly</td>
</tr>
<tr>
<td>b. Monthly Budgets / Variance Report</td>
<td>Monthly</td>
</tr>
<tr>
<td>c. JICA related matters – JICA claims – Forecast Vs Actual</td>
<td>Monthly</td>
</tr>
<tr>
<td>d. Externally aided project – Report to GoTN</td>
<td>Monthly</td>
</tr>
<tr>
<td>e. Package-wise cost allocation / utilization</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

### F) OTHER REPORTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Physical Verification of cash</td>
<td>Surprise Check</td>
</tr>
<tr>
<td>b. Physical Verification of Fixed Asset / Inventory</td>
<td>Half Yearly</td>
</tr>
</tbody>
</table>

### G) STATUTORY COMPLIANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Tax</td>
<td></td>
</tr>
<tr>
<td>1. Advance tax Projection</td>
<td>Quarterly</td>
</tr>
<tr>
<td>2. Salaries ~ TDS ~ Planning</td>
<td>Annually</td>
</tr>
<tr>
<td>3. Foreign Remittance Compliance &amp; Form 15CA / 15CB</td>
<td>Event Basis</td>
</tr>
<tr>
<td>4. Wealth tax</td>
<td>Annually</td>
</tr>
<tr>
<td>5. TDS remittance in all respect (194C – 194LA)</td>
<td>Monthly</td>
</tr>
<tr>
<td>6. E ~ TDS compliance</td>
<td>Monthly/Quarterly/Annually</td>
</tr>
<tr>
<td>7. PF remittance / filing</td>
<td>Monthly</td>
</tr>
<tr>
<td>8. ESI compliance / Remittance &amp; Filing</td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>9.</td>
<td>VAT / CST – Remittance Filing</td>
</tr>
<tr>
<td>10.</td>
<td>VAT TDS – Remittance / Filing</td>
</tr>
<tr>
<td>11.</td>
<td>Labour Cess – Remittance / Filings</td>
</tr>
<tr>
<td>12.</td>
<td>Service Tax</td>
</tr>
<tr>
<td>13.</td>
<td>Companies Act, 2013</td>
</tr>
<tr>
<td>14.</td>
<td>Foreign Exchange Management Act, 1999</td>
</tr>
<tr>
<td>15.</td>
<td>Labour Laws</td>
</tr>
<tr>
<td>16.</td>
<td>Indian Contract Act, 1872</td>
</tr>
</tbody>
</table>

**H) REVENUE SEGMENT – (PROJECT PHASE AND O&M PHASE)**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Interest Receivables</td>
<td>Monthly</td>
</tr>
<tr>
<td>2.</td>
<td>Other Incomes</td>
<td>Monthly</td>
</tr>
<tr>
<td>a.</td>
<td>Sale of tender Doc</td>
<td>Monthly</td>
</tr>
<tr>
<td>b.</td>
<td>Sale of other items</td>
<td>Monthly</td>
</tr>
<tr>
<td>3.</td>
<td>Fare Box Revenue</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Daily Collection Reports verification</td>
<td>Regular</td>
</tr>
<tr>
<td>b.</td>
<td>Revenue collected in advance – unutilized fare box revenue/ smart card</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Non-Fare box revenue</td>
<td>Monthly</td>
</tr>
<tr>
<td>a.</td>
<td>Rental Income from Property</td>
<td>Monthly</td>
</tr>
<tr>
<td>b.</td>
<td>Advertisement &amp; Hoarding</td>
<td>Monthly</td>
</tr>
<tr>
<td>c.</td>
<td>Other Incomes – Advance</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

**I) O&M RELATED EXPENDITURES**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Stores items</td>
<td>Daily</td>
</tr>
<tr>
<td>b.</td>
<td>Capital Expenditures</td>
<td>Daily</td>
</tr>
<tr>
<td>d.</td>
<td>Water procurement</td>
<td>Daily</td>
</tr>
<tr>
<td>e.</td>
<td>Salary</td>
<td>Daily</td>
</tr>
<tr>
<td>f.</td>
<td>All vendors payments related to O&amp;M – House Keeping, Facility management, Security, CRM etc</td>
<td>Daily</td>
</tr>
<tr>
<td>g.</td>
<td>Imprest Management – Depot / Stations</td>
<td>Daily</td>
</tr>
<tr>
<td>h.</td>
<td>Repairs &amp; Maintenance</td>
<td>Daily</td>
</tr>
<tr>
<td>i.</td>
<td>Insurance</td>
<td>Daily</td>
</tr>
<tr>
<td>j.</td>
<td>Any other recurring and non-recurring expenses relating to O&amp;M</td>
<td>Daily</td>
</tr>
</tbody>
</table>

**J) FINALIZATION OF ACCOUNTS**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Providing all necessary support to F&amp;A team for finalization of accounts</td>
<td>Half yearly / Annually</td>
</tr>
<tr>
<td>2.</td>
<td>Obtaining confirmation of balances from various parties – Debtors / Creditors/ banks / Others</td>
<td>Annual</td>
</tr>
<tr>
<td>3.</td>
<td>Providing all support in preparation of annual accounts and providing clarification to Statutory / CAG Auditors</td>
<td>On event</td>
</tr>
<tr>
<td>4.</td>
<td>Providing support in filing of XBRL returns by the Practicing Company Secretary</td>
<td>Annual</td>
</tr>
</tbody>
</table>

**K) AUDITING OF OTHER DEPARTMENT/DEPOT/STATIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Consultants</td>
<td>Quarterly</td>
</tr>
<tr>
<td>General Consultants</td>
<td></td>
</tr>
<tr>
<td>HR / Administration</td>
<td></td>
</tr>
<tr>
<td>Public Relations</td>
<td></td>
</tr>
<tr>
<td>DRO – Land related matters</td>
<td></td>
</tr>
<tr>
<td>Vigilance</td>
<td></td>
</tr>
<tr>
<td>All technical</td>
<td></td>
</tr>
<tr>
<td>Stores – Depot</td>
<td>Stations</td>
</tr>
<tr>
<td>---------------</td>
<td>----------</td>
</tr>
<tr>
<td>Legal</td>
<td>Secretarial</td>
</tr>
<tr>
<td></td>
<td>Insurance claims lodged by / against the Company</td>
</tr>
</tbody>
</table>

### L) REPORTING

1. **Internal Audit Program – Annual**  
   - March

2. **Quarterly reports**  
   - **Qtr I – April – June**: **July 15**
   - **Qtr II – July – Sep**: **Oct 15**
   - **Qtr III – Oct – Dec**: **Jan 15**
   - **Qtr IV – Jan – Mar**: **Apr 30**

### M) ORIENTATION PROGRAMS

Convene programs on
- **Budget – Govt. of India, Govt. of Tamilnadu**: Annually
- **Important amendments which have an impact on CMRL / Employees etc.**: On event
- **Tax matters**: Half yearly
- **Any other matters which are relevant to CMRL**: On event
**CHECKLIST:**

The following checklist is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>An attested copy of Certificate of Institute of Chartered Accountants / Cost Accountants of India as in Clause 3(i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Copy of the balance sheet &amp; Income &amp; Expenditure Account for the last three years as in Clause 3 (ii)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>A declaration from the firm for no of years in existence as in Clause 3 (iii)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Copy of the appointment letters from the auditee organizations and Annual reports as in Clause 3 (iv)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>A declaration from the audit firm in the letter head stating that they have Head Office / Branch Office in Chennai atleast for 3 Years as in Clause 3 (v)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>A proposed plan of action to achieve the objectives of the internal audit function of CMRL.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>A list of references of internal audit appointments;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>The curricula vitae of the staff who will be available for the duration of the work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>An undertaking to ensure continuity of staff on the project;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Details of staff training and development policies and procedures, with specific mention of employment equity policies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>a comprehensive budget showing the service Activities proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Evidence of turnover being more than Rs.100 cr shall be furnished by the firm viz auditee’s Annual report etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Declaration of staff strength be furnished along with technical bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Any other document which the tenderer considers relevant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To
Deputy General Manager (IA)
CHENNAI METRO RAIL LIMITED
"Harini Towers"
# 7, Conron Smith Road,
Gopalapuram,
Chennai - 600086 India.

Dear Sirs:

We, the undersigned, offer to provide the Internal Audit Services for Chennai Metro Rail Limited in accordance with your tender dated [Insert Date] & its addendum. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures']. This amount is inclusive of all the taxes, cess duties and levies.

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

No Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: __________________________

Name and Title of Signatory: ________________________________

Name of Firm: ________________________________

Address: ________________________________
# Form FIN-2: Summary of Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit²</td>
</tr>
<tr>
<td>Costs of Financial Proposal inclusive all local taxes, duties, fees,</td>
<td>C/o</td>
</tr>
<tr>
<td>levies, other impositions except service tax for conduct of concurrent</td>
<td></td>
</tr>
<tr>
<td>internal audit. (Total of 1A+1B in Fin.3)</td>
<td></td>
</tr>
<tr>
<td>Service tax in INR¹</td>
<td>__%</td>
</tr>
<tr>
<td>Total cost inclusive of all taxes (i.e., local taxes, duties, fees,</td>
<td>C/o</td>
</tr>
<tr>
<td>levies, other impositions and service taxes included)³</td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. The service tax shall be reimbursed at actuals. If there is any increase or decrease in the service taxes due to change in applicable law during the currency of contract, such additional or reduced cost shall be paid by or credited to the Client.

2. C/o means carried over from Form FIN 3.

3. The audit firm shall indicate the local taxes, duties, fees levies etc except service tax including percentage of taxes considered in their financial proposal in a separate format.

Signature with seal of the firm
Form FIN-3: Breakdown of Costs by Activity

1. Internal Audit Team Cost Breakdown

A. Remuneration

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Staff Months/Hours</th>
<th>Unit rate in INR</th>
<th>Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seniors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juniors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Reimbursables if any

<table>
<thead>
<tr>
<th>Nº</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost in INR</th>
<th>Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seniors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juniors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Service Tax

<table>
<thead>
<tr>
<th>Description</th>
<th>Indicate percentage</th>
<th>Amount in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service tax in INR</td>
<td></td>
<td>___%</td>
</tr>
</tbody>
</table>

Note: 1. The Remuneration & Reimbursable shall include all local taxes, duties, fees levies and other impositions except service tax. The service tax percentage applied on A & B shall be indicated and corresponding amount also be indicated in the above table. The total cost including all taxes, duties, fees levies and other imposition including service tax shall be carried over in the "Form Fin-2 :Summary of cost".