



Tender  
For  
Inviting Bids  
For  
Engagement of Chartered/ Cost  
& Management Accountant Firm(s) for  
accounting works of  
Assam State Transport Corporation  
(ASTC)  
A Government of Assam Undertaking  
Ref

No:ASTC/HO/ACCOUNTS/OUTSOURCING/  
23/1007 dt. 18.08.2022

## Disclaimer

The information contained in this Tender document or information provided subsequently to Bidder or applicants in documentary form by or on behalf Assam State transport Corporation (ASTC), is provided to the Bidder on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided. This tender document is not an agreement and is not an offer or invitation by ASTC to any party other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this tender document is to provide Bidder with information to assist the formulation of their proposals. This tender document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice. ASTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender document. ASTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document. Though adequate care has been taken in the preparation of this Tender Document (tender document), the Bidder should satisfy them that the Document is complete in all respects.

ASTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document. ASTC reserves the right, without any obligation or liability, to accept or reject any or the entire Tender document, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever. ASTC reserves the right to modify or amend or add to any or all of the provisions of this tender document or cancel the present Invitation and call for fresh Invitations without assigning any reasons thereof. ASTC nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays. Notice inviting Technical and Financial Bids will be advertised together with this detailed Tender document being downloadable from the ASTC website as well as from <https://assamtenders.gov.in>.

Assam State Transport Corporation (ASTC) invites offers from reputed Chartered Accountant (CA)/Cost & Management Accountant (CMA) Firms for the "Accounting works" and also "existing pending accounting works" of ASTC.

ASTC is an organisation having its Head Office at Paltanbazar, Guwahati-781008, Assam and having over 130 other operating locations spread over various places in the State of Assam.

**Key Dates for this tender:**

Sl No.	Particulars	Date	Time
1.	Pre-Bid Meeting	25.08.2022	11:00 AM
2.	Bid Submission Opening	03.09.2022	10:00 AM
3.	Bid Submission Closing	20.09.2022	2:00 PM
4.	Technical Bid Opening	20.09.2022	3:00 PM

ASTC intends to outsource its accounting work to a highly reputed CA/CMA firm for the financial year 2022-23, 2023-24 and 2024-25 with the following conditions:

**1 SCOPE OF WORK**

The major scope of work, inter alia, will be as follows:

- a) Posting of accounting entries of Bill & Vouchers post approval by the concerned official of the Corporation into the accounting software on daily basis:**
  1. Ensuring proper documentation for Bills and vouchers duly checked, approved and internally audited by concerned officials of ASTC, as submitted by various suppliers & contractors against with Tender Documents/ Quotations/ Work orders etc.
  2. Ensuring proper documentation for Bills/ Claims/Petty expenses/ Employee Salary Statements /Imprest cash and Travelling advances and adjustments thereof duly checked, approved and internally audited by concerned officials of ASTC, as submitted by various persons engaged by the Corporation to ensure proper documentation.
  3. Upon approval, preparing adjustment and payment vouchers and passing the necessary entries in the books of Accounts maintained in Accounting Software with concurrence from the officer of the Corporation, authorized in this regard.
- b) Posting of accounting entries for Invoices to be raised by the Corporation to Customers**
  1. The Schedule of allotment orders for lease money, POB customers and other customers for whom periodical recurring invoices are to be raised will be vetted by ASTC officials. Thereafter ensure timely posting of Invoice entries in the Accounting Software.
  2. Ensuring proper documentation eg. logsheets of vehicles, Timesheets of vehicle etc with the relevant Work Order/ Office Order etc.duly checked, approved and internally audited by concerned officials of ASTC and posting of Invoice entries in the accounting software in a timely manner.
- c) Reconciliation of all accounts (Bank, Loan, Customer, Vendor, Advance etc. )**
  1. Preparation of Monthly Reconciliation of Bank Statement for all Bank Accounts of the Corporation.

2. Reconciliation of Advances to Staff/ outside parties on a monthly basis and reporting long outstanding cases to the management for its review on a monthly basis.

**d) Maintenance of Books of Accounts and Finalisation of Accounts (Monthly & Yearly)**

1. Making entries pertaining to all financial transactions in the books of accounts on a daily basis upon concurrence from the authorized official of the Corporation as soon as the information is available.
2. Compilation of Accounts in accordance with the accounting policies followed by the Corporation on monthly basis within 10 days from end of respective monthly. (Closing Schedule will be intimated in due course of time)
3. Finalization of Annual Accounts within 30<sup>th</sup> of April following end of the year i.e. 31<sup>st</sup> March meeting the requirements of various prevailing Accounting Standards as applicable,

**e) TDS/TCS under the Income Tax Act as amended from time to time**

1. Preparing and maintaining all TDS related records, preparation and filing of TDS return as per the requirements of the Act except for calculation and determination of TDS on salary and filing of returns thereof. Necessary documents relating to deductees and return filing shall have to be preserved at the Corporation's Head Office.

**f) Tax collected at source under GST Act as amended from time to time**

1. Preparation and preserving of all necessary documents/ statements/ schedules etc. in regard to Tax collected/ deducted at source under GST Act and putting-up for timely deposit of the same in Govt. Account. All records of tax collected, deposited, and return submitted etc. shall be maintained in the Corporation's Head office.

**g) Returns under GST and Income Tax Act**

1. Preparation and preservation of all necessary statements/ schedules/ documents etc. in regard to Goods and Services Tax (GST) as may be applicable and putting-up for timely deposit of the taxes in Govt. Accounts. All records of tax collected, deposited, and return submitted etc. shall be maintained at the Corporation's office.
2. Preparation and submission of Returns under GST and Income Tax Laws as may be applicable on or before due dates on the basis of data compiled.

**h) Maintenance & preservation of all relevant Records & Registers.**

1. Maintaining all statutory and other records, registers & files pertaining to working of Finance & Accounts department of the Corporation particularly in relation to accounting, taxation (direct and indirect), Statutory audit by the C&AG, Tax Audit etc. in the office of the Corporation and appraise the status of each to the management from time to time/ as desired by the management. All Stationery and Computer Devices will be provided by the Corporation.

**i) Documentation to meet Information requirement of various Govt. Departments/Agencies/Meetings.**

1. Providing assistance in preparation and preservation of various financial statements/schedules and other records to meet the information requirement of various state and central govt. departments and agencies such as Public Enterprises, Industries, Finance Deptts. etc. including presentations and information required by the Board as and when required.

**j) Other Miscellaneous works.**

1. The work shall be effective from 01.04.2022 and the works from 01.04.2022 till the date of award of contract shall also have to be completed as per above scope of work.
2. Any other jobs as may be necessary to keep all relevant books of accounts, financial records of the Corporation to meet the Financial Information requirement of the management (MIS).
3. Providing adequate advice in the matters of Accounting and Taxation as and when required by the management.

## **2. DEPLOYMENT OF MANPOWER**

Deployment of at least One qualified Chartered Accountant (CA)/ Cost & Management Accountant (CMA) being the Principal CA or CMA/ a Partner in the firm having post qualification experience of at least 5 years working in a PSU environment at Head Office for supervision of the work.

The following manpower (Accounts Clerks) shall have to be compulsorily deployed on a regular basis at various locations of the Corporation for carrying out all works as stated in the scope of work above:

<b>Sl No.</b>	<b>Location of Office</b>	<b>No. of Manpower (Accounts Clerks)*</b>
1	Bongaigaon	1
2	Nagaon	1
3	Silchar	1
4	Tezpur	1
5	North Lakhimpur	1
6	Jorhat	2
7	Sibsagar	1
8	Tinsukia	1
9	Rupnagar, Guwahati	2
10	Dibrugarh	1
	<b>Total</b>	<b>12</b>

\*Accounts clerks should be Graduate in Commerce all having knowledge of accounting principles, typing and proficiency in working in a computerized environment.

### **3. TERMS & CONDITIONS:**

- a) The CA/CMA and the Accounts Clerks should be proficient in working with Computerised Accounting Software and Microsoft Office (MS Word, MS Excel, MS Access and Power Point etc.) and shall have adequate knowledge accounting principles and of prevailing direct and indirect tax laws such as Income Tax, GST, Professional Tax etc. and application thereof in day-to-day work.
- b) The staff deployed by the bidder shall maintain strict confidentiality of all information and records made available by the Corporation in discharge of duty and the bidder shall stand guarantor for faithful performance and honest and disciplined behavior of all the personnel deployed on the job. The data shall not be shared by any of the deployed manpower outside ASTC without the prior approval of the Managing Director, ASTC.
- c) The Bidder shall replace the manpower within 30 days if performance and/ or conduct of any of the staff deployed is found to be unsatisfactory.
- d) The Bidder shall provide a Bank Guarantee of Rs 1,00,000/- (Rupees One Lakhs only) in the format given in *Annexure-1* within 30 days from the date of award of contract valid for the duration of the contract towards faithful performance of the contract and maintenance of sound professional ethics.
- e) The Principal CA or CMA/ Partner CA or CMA shall visit once in a fortnight to the Head Office to supervise and guide the works performed by the staff deployed by the firm. No payment will be made for any additional visits required to complete the works within given time frame.
- f) The Accounts Clerks deployed by the firm shall attend office on all working days as and when required depending upon the work load.
- g) Monthly Accounts shall have to be ready within 10<sup>th</sup> of the month following the end of accounting month and Annual Accounts shall have to be ready by 30<sup>th</sup> of April. The final compiled Profit & Loss Statement and Balance Sheet will be signed by the CA/CMA firm.
- h) The CA/CMA firm/staff shall have to prepare and preserve all the working related to preparation of various financial statements, finalization of monthly and annual accounts in the office of the Corporation and provide both hard copy and soft copy of the same to the management.
- i) As maintenance of all records, Books of Accounts and Finalisation of Accounts will be the responsibility of the firm/ Principal/ Partner CA or CMA, the Principal/ Partner CA or CMA and manpower deployed by the bidder will also have to attend to the queries and clarifications sought by the Internal Auditors, Tax Auditors, A.G. Auditors etc. during the course of audit as well as by any other State or Central Govt. department/ agency such as the Income Tax, GST, etc. Any travelling or out of pocket expenses incurred for such purposes shall be reimbursed separately as per rules of the Corporation.

- j) As a provider of Accounting and Taxation Service to the Corporation, role of the CA/CMA firm will be both of executive and advisory in nature in respect of performing all duties and functions of the Accounts Department of the Corporation.
- k) No accommodation/ Boarding/ Lodging etc. shall be provided by the Corporation to the staff deployed by the CA/CMA Firm and the firm will have to make its own arrangement.
- l) All the deputed staff entrusted with the responsibility of the aforesaid scope of work will report to the Chief Accounts Officer of the Corporation or his nominee.
- m) The EMD of the unsuccessful bidder will be refunded only after finalization of the Tender. The corporation shall not be responsible for any delay in refund of EMD due to reasons beyond its control in finalizing the tender viz. court directive etc.
- n) **Sub Contracting under this tender/contract to any other parties or Bidding with Consortium shall not be allowed.**
- o) **Undertaking for confidentiality:** The successful bidder shall provide an undertaking that it shall maintain strict confidentiality of any information or data collected from ASTC during the period of contract.
- p) **Jurisdiction and Governing Law:** This contract shall be governed and interpreted in accordance with the laws of India and the rules of Government of Assam. The Courts of Assam or the place where the contract is to be performed shall have exclusive jurisdiction over all matters arising out of or in respect of the contract.
- q) **Dispute Resolution:** The bidder and ASTC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
  - (i) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
  - (ii) The matter will be referred for negotiation between ASTC and the Authorized Official of the CA/CMA Firm. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.
- r) **Bankruptcy/Insolvency:** ASTC shall have the right to cancel/terminate the bidding process/ agreement at any stage with the bidder on account of the bidder being declared insolvent or bankrupt by present laws in force.
- s) **Right to Reject, Accept/Cancel the Proposal:** ASTC reserves the right to accept or reject, in full or in part, any or all the proposal offered by applicants without assigning any reason whatsoever. ASTC does not bind itself to accept the highest scoring or any bid and reserves the right to reject all or any Proposal or cancel the Proposal without assigning any reason whatsoever. ASTC also has the right to re-issue the tender without the applicants having the right to object to such re-issue.

- t) **RFP Abandonment:** ASTC may at its discretion abandon the process of the selection of Proposer for Appointment of CA/CMA Firm for ASTC at any time before notification of award.
- u) **Force Majeure:** Definition of Force Majeure The shortlisted bidder shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure') and the same shall be applied vide a proper application to Assam State Transport Corporation within 1 month from the date of effect of Force Majeure.

**Force Majeure Events:** A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- i. is beyond the reasonable control of the affected Party;
- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:
- vi. Such events include:
  - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the Implementation Partner under this Agreement;
  - b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the Implementation Partner's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the Implementation Partner under this Agreement;
  - c) industry wide strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the Implementation Partner and which directly and adversely affect the timely implementation and continued operation of the Project; or
  - d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that



directly and adversely affect the performance of services by the Implementation Partner under this Agreement.

- v) The operation work will not be allowed until the financial formalities under the tender has been paid and completed.
- w) The selected bidder who have been selected shall have to be executed a contract between the ASTC and the firm for which a non-judicial stamp paper of requisite denomination to be submitted for execution
- x) No rebate or concession in any fee under this contract will be granted for any reason except as mentioned herein
- y) In event of breach of Tender/Contract terms & conditions by the bidder, the corporation may terminate the contract by giving one month prior notice.
- z) The bids / offer made under this Tender shall be valid for a period of 6 months. The bidder shall not withdraw or revise the bid during this period. In case of bidder withdraws or revises his bid during this period, the EMD/ Security deposit remitted by him shall be forfeited in addition to other remedies open to Corporation in respect of loss which may be caused due to such withdrawal or alteration.
  - aa) All communications to the successful bidder shall be done through email/ letter/ to their contact details given in the Tender Application form and agreement shall be deemed as valid for any purpose under this tender.
  - bb) ASTC does not bind itself to accept the highest scoring bidder and reserves the right to reject any or all bids without assigning any reason thereof.
- aa) **Earnest Money Deposit (EMD) & Tender Fees:** Bidders have to deposit a non-refundable Tender Fee of Rs 5,000/- (plus GST @ 18%) by way of online deposit through e-tender portal <https://assamtenders.gov.in>  
Bidders also have to submit EMD of Rs 1,00,000/- (Rupees One Lakh Only) by way of Bank Guarantee in the format given in *Annexure-1*. The EMD of the successful bidder may be mutated into the Performance Security Deposit as per clause d) of Para 3 above.

#### **4 AWARD OF CONTRACT**

- 1) The Successful Bidder will be issued a Letter of Acceptance ("LoA") and shall form the basis for initiating and conducting the work until the Detailed Contract Document is prepared and signed.
- 2) On receipt of a LOA from ASTC, the successful Bidder will have to deposit a Performance Security Deposit on or before the signing of the subsequent Contract, typically within 30 days from notification of the LoA, as per clause no. d) of Para 3 (Terms & conditions) above.

## **5 SINGNING OF CONTRACT**

Upon the Successful bidder complying the terms and conditions of the LoA, an agreement shall be signed between the successful bidder and the authority. The terms and conditions of this tender shall constitute the major part of the agreement. Such agreement may have all correspondence (to be discussed and agreed upon separately) between authority and the successful bidder and additional clauses and/or provisions that further explain or clarify provisions of this Tender or certain provisions which ASTC may require to be included as per law or being a Government organisation, as per its practices. ASTC hereby reserves the right to modify the terms of the agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the agreement and the successful bidder shall commence the work within 30 days from receipt of Letter of Acceptance. The signing of the agreement shall be completed within such time as the Authority may specify.

Any and all incidental expenses of execution of the agreement shall be borne by the successful bidder including cost of Non judicial stamp papers, stamp duty, registration charges and any other incidental costs and charges relating the agreement.

Failure to agree with terms and condition of Tender: Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event ASTC may award the contract to the next best value bidder or call for new proposals from the interested bidder.

## **6 PAYMENT TERMS**

Fees will be paid monthly on production of Bill/Invoice supported by relevant proofs of the services rendered and completed such as TDS return acknowledgement slips, copies of returns filed, monthly Profit & Loss Statement, Balance Sheet etc as may be required by the management of the Corporation.

## **7. LAST DATE & TIME FOR SUBMISSION AND OPENING OF BIDS**

- a) The offer complete in all respect enclosing all required documents, undertakings etc. in support of the firm's registration, functioning, experience in handling similar type of work, available resources, details of manpower to be deployed etc. in soft copy shall be uploaded in the e-tender portal <https://assamtenders.gov.in> before the date and time specified in the tender summary at the e- tender portal and the hard copies of the uploaded documents shall be submitted to the Managing Director, Assam State Transport Corporation in the below given address in a sealed envelope superscribed as "Offer for providing Accounting services" within 7(seven) days from the end date of bid submission. **No hard copies of the BOQ/price bid should be**

**submitted. Bidder submitting hard copies of BOQ/price bids shall be summarily rejected.**

- b) The Technical Bids will be opened after the date and time specified in the tender summary at the e-tender portal and after evaluation of the same as per prescribed criteria price bids of technically qualified bidders shall be opened for which advance intimation will be sent by e-mail id provided by the firm in its contact details.
- c) Queries if any have be addressed to: [astchofinance@outlook.com](mailto:astchofinance@outlook.com) prior to pre-bid meeting.

## **8. ELIGIBILITY AND EVALUATION AND SELECTION CRITERIA**

### **1) ELIGIBILITY:**

I. The minimum qualification criteria will be as follows:

- (a) The Firm of CA/CMA should have minimum 5 full time partners out of which 3 should be FCA.
- (b) The Firm of CA/CMA should have at least 10 years' of continuous experience in conducting audit in Public Sector Enterprise and other Government Sector.
- (c) The Firm of CA/CMA must have Experience in Government Sector in Assam for value of Rs. 25 Lakhs during last 3 years.
- (d) The Firm of CA/CMA should have Average Audited turnover of Rs 75 Lakh during last 3 years.
- (e) The Firm of CA/CMA should have its Head Office situated at Guwahati.
- (f) The Firm should have deposited the Tender Fees and EMD as per Clause aa) of Para 3 above and necessary reference document submitted along with the bid documents.

**Firms who do not possess the necessary minimum qualification criteria as mentioned under this clause shall not be considered for further evaluation.**

II. Following parties who are not eligible for participating in the Tender Invitation forbids:

- (a) Debarred/blacklisted by any statutory authority or ASTC or any public sector undertaking/Departments of Central Government tor State Government.
- (b) Parties facing action under any act and court case pending in the courts and also pending in court cases with ASTC.
- (c) Parties either an individual or a business establishment, who has not paid outstanding dues to ASTC in connection with any type of business carrying under ASTC shall not be eligible for the quotation.

A declaration to this effect has to be submitted on Non-Judicial Stamp paper of Rs 100.00 (Rupees hundred) only duly attested by the Notary public by

the party while submitting the Bid. Alternatively, the party may clear all the dues to ASTC and then becomes eligible for the Request for Bids (RFB). The Bid must be supported by the dues clearing documents.

III. The courts at Guwahati shall have exclusive jurisdiction under this agreement.

2. EVALUATION AND SELECTION CRITERIA:

The selection of CA/CMA firm will be done using quality-cost-based selection method with **85:15 quality-cost ratio**. A two-stage procedure shall be adopted in evaluating the bids.

**First Stage (Technical Bid Score):**

Sl No.	Particulars	Marks	Documents to be provided in support of the same
1.	Empanelment under C&AG for the FY 2020-21	5 Marks	Copy of C&AG Empanelment certificate
	If Major Audit Firm	5 Marks	Copy of C&AG Eligibility Certificate for Major Audits
2.	<i>No. of Partners in the Firm:</i> 1.1 mark for each full time FCA partners with a maximum of 10 marks.	10 marks	Firm registration certificate along with the list of partners showing the particulars as required and details as provided by the Institute of Chartered Accounts/ Cost Accountants of India as on 01.01.2022. Copy of PAN and GST Certificate of the firm.
3.	<i>Total overall experience in years:</i> 0.50 mark for each year of experience with a maximum of 10 marks.	10 marks	
4.	<i>Average Annual Turnover in the last three financial years:</i>		Audited financial statements along with CA certified Audit Report for the financial year 2018-19, 2019-20 & 2020-21. Each of the audit reports should mention the CA's membership number and UDIN number mandatorily.
	(a) Rs 75 Lakhs to Rs 1 Crore	5 Marks	
	(b) Rs 1 Crore to Rs 1.5 Crore	10 Marks	
	(c) Rs 1.5 Crore to Rs 2.0 Crore	15 Marks	
	(d) More than 2.0 Crore	20 marks	

5.	<i>No. of Govt Sector Audits conducted in Public Sector/ Autonomous Bodies/ Statutory Bodies/ Govt. Societies/ Missions/ Boards, Government Departments or Ministries etc. (Branch Audits of any Bank will not be considered while taking into account the audit assignments);</i> 0.30 mark for each such assignment upto a maximum of 20 marks	20 Marks	Copies of Work Orders issued by the competent authorities
6	Firm having Branch Office situated in Jorhat town of Assam.	10 Marks	
7.	A Presentation on the tentative work plan to be held at HO, ASTC, Paltanbazar Guwahati-781008 or through virtual screen casting ( <i>web link will be provided in due course</i> )	20 Marks	
	<b>Total of Marks</b>	<b>100 Marks</b>	

NB: FCA means Fellow Chartered/Cost Accountant

The technical bid scoring at least 75% marks shall be considered as Qualified on Technical Parameters”. A bid shall be rejected if it fails to achieve the minimum technical score. (i.e. at least 75 marks)

### **Second Stage (Financial Bid Score):**

Financial Bids shall be opened only for those who have qualified on technical score (i.e. secured at least 75% marks).

## **9. EVALUATIONPROCESS**

The technical and financial scores secured by each bidder will be added using weightage of <85%> and <15%> respectively to compute a Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive

Bidder for award of the Project. The overall score will be calculated as follows: -

$$B_n = 0.85 * T_n + 0.15 * F_n$$

Where

B<sub>n</sub> = overall score of bidders

T<sub>n</sub> = Technical score of the bidder (out of maximum of 100 marks)

F<sub>n</sub> = Normalized financial score of the bidder

Financial Score (F<sub>n</sub>) shall be normalized as per the following process:

If A is the lowest bidder who has bid Rs. 20 crores for a project and B and C are the other 2 bidders with bids of 40 crores and 60 crores, normalized scores of A is taken as 100, B is taken as (100\*20/40=50) and C is taken as (100\*20/60=33.3).

Then to these scores, the technical scores (0.85 x Tn) will be added to arrive at the final composite score. The bidder obtaining the highest score shall be adjudged as the winner.

If more than One (1) CA/CMA firm secure equal marks after evaluation of both Technical & Financial bids, the CA/CMA firm having more experience in conducting Govt sector audit will be preferred.

#### **10. CONDITIONS FOR TERMINATING, DEBARRING AND BLACKLISTING PARTIES AFTER THE AWARD**

- (a) If the party after the award letter is issued does not complete the formalities of acceptance or does not commence the operations of the facilities on the commencement date specified or does not sign agreement, the entire contract is to be terminated by ASTC & EMD received will be forfeited.
- (b) If the successful bidder fails to perform the scope of work for reason attributable to it, then the Corporation reserves the right to review the contract and take appropriate decision to modify/ cancel the contract during the period of contract.
- (c) If ASTC finds that the party had submitted any false/wrong/concealment of information/documents effecting criteria. In such case contract will be terminated by ASTC and EMD shall be forfeited.
- (d) If the successful bidder does not operate the work under this tender within the stipulated time (refer to Clause 3(z)) in that case the said bidder is liable to pay the Bank Guarantee and other liabilities.
- (e) ASTC reserves the right to extend the date of receiving the quotation as well as to extend the validity of the quotation.
- (f) The successful bidder shall not affect any change in its constitution whether in the identity or in the deed of partnership in the event of death/removal/resignation of any partner without written prior approval of ASTC.
- (g) The firm shall not terminate the agreement prematurely within the first 3 years. In case the firm proposes to terminate the agreement within the 3 years of agreement, the entire security deposit will be forfeited. After completion of three years of agreement, in case of renewal the firm may request to terminate the contract by serving 3 months prior notice.

Important:

The Managing Director of  
ASTC, reserves the right to accept, reject or modify any or all RFB without assigning any reasons thereof.

**-Sd/-**  
**Managing Director**  
**Assam State Transport Corporation**

## Annexure-1

**(To be on non-judicial stamp paper of Rs. 100/- as per Stamp Act relevant to place of execution.)**

Ref.: ..... Bank Guarantee No.: .....

Date: .....

In consideration of the ..... [Insert name of the Bidder] (Hereinafter referred to as 'Bidder') submitting the response to RFB inter alia for "Engagement of Chartered/ Cost & Management Accountant Firm(s) for accounting works of Assam State Transport Corporation", dated .....[insert date] issued by Assam State Transport Corporation (hereinafter referred to as ASTC) and ASTC considering such response to the RFB of.....[insert the name of the Bidder] as per the terms of the RFB, the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ASTC at ASTC Head Office, Paltanbazar, Guwahati-781008, Assam forthwith on demand in writing from ASTC or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees 1,00,000/- (Rupees One Lakh Only) , on behalf of M/s (Insert name of the Bidder)].

This guarantee shall be valid and binding on this Bank up to and including .....[insert date of validity in accordance with this RFB] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs 1,00,000/- (Rs One Lakh Only). Our Guarantee shall remain in force until ..... [Insert date of validity in accordance with this RFB]. ASTC shall be entitled to invoke this Guarantee till ..... [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that ASTC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ASTC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to ASTC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require ASTC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ASTC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ASTC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by ASTC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs 1,00,000/- (Rs One Lakh only) and it shall remain in force until ..... [Date to be inserted on the basis of this RFB] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ASTC serves upon us a written claim or demand.

Signature .....

Name .....

Power of Attorney No.....

For

..... (Insert name of bank)

Banker's Stamp and full address

Dated this ..... day of ....., 20.....