

RAJSTHAN ROAD TRANSPORT CORPORATION, JAIPUR

No:-F-4/H.O./Fin/Compilation/16/2022/ 3373

Date: 29/07/23

INVITATION FOR TENDER

RSRTC invites online Bid from practicing Chartered Accountants/Cost Accountants/Company Secretaries for doing Accounting Work of Head Office and its 57 Units/Depots situated in Rajasthan, Delhi and Ahmadabad for the financial year 2021-22 and 2022-23 on a competitive price.

The detailed information of the bid is available at RSRTC website www.transport.rajasthan.gov.in/rsrtc, www.sppp.rajasthan.gov.in and also on <http://eproc.rajasthan.gov.in> The last date for submitting the e-Bids is ~~06.09.2022~~ till 04.00 PM and the date of opening of e-bid is ~~07.09.2022~~ at 11.00 AM.

**Financial Advisor**

RAJSTHAN ROAD TRANSPORT CORPORATION, JAIPUR

Various Important Dates & Fee

S.No.	Event's Name	Date & Time
1	Issue of NIB	02.08.2022
2	Date & Time of Pre-bid	16.08.2022 at 11.00 AM
3	Last Date & Time of Bid Submission	06.09.2022 up to 04.00 PM
4	Opening of Technical Bid	07.09.2022 at 11.00 AM
5	Opening of Financial Bid	Financial Bid will be opened after opening of Technical Bid and it will be informed separately.
6	RFP Document Fee	Rs. 2000/- D.D./Banker Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur
7	EMD (Bid Security)	Rs. 60,000/- D.D./Banker Cheque /Bank Guarantee in favour of "Financial Advisor, RSRTC" payable at Jaipur
8	Processing Fee	Rs. 1000/- D.D./Banker Cheque in favour of "Managing Director, RISL" payable at Jaipur

Note:- 1. All above events will be held at Rajasthan State Road Transport Corporation, Head Office, Parivahan Marg, Chomu House, Jaipur-302001, Rajasthan.

2. In the event of the date specified above being declared as a holiday for Corporation, due date will be the next working day.

General Information and Guidelines:

1. RSRTC invites online Bid from practicing Chartered Accountants/Cost Accountants/Company Secretaries for doing Accounting Work of Head Office and its 58 Units/Depots situated in Rajasthan, Delhi and Ahmadabad for the financial year 2021-22 and 2022-23 on a competitive price.
2. NIB/detailed information of the bid documents can be seen/downloaded from website <http://eproc.rajasthan.gov.in>., www.transport.rajasthan.gov.in/rsrtc. Bids are to be submitted on line in electronic format on website <https://eproc.rajasthan.gov.in>
3. Corrigendum/modifications/corrections if any will be published on the website <https://eproc.rajasthan.gov.in>.
4. Conditional/ incomplete bid will be rejected.
5. Bidders who wish to participate in this bid will have to register on <https://eproc.rajasthan.gov.in>. Bidders registered on <https://eproc.rajasthan.gov.in> before request of bid documents to participate in this online bid, will have to procure digital signature certificate as per information technology Act-2000 using which they can sign their Electronic bid. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Signature Certificate need not procure a new Certificate.
6. Bidders shall submit their offer online in Electronic formats, however, demand draft for bid documents fees, bid processing fees and EMD (Bid Security) should be submitted manually or through courier in the office of Financial Advisor, RSRTC, Head Office, Parivahan Marg, Jaipur before the last date and time of opening of bid and scanned copy of the Demand Draft should also be uploaded along with the online bid.
7. RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof.
8. RSRTC reserves the right for verification of any information/ documents furnished by the bidders in the interest of the corporation.

9. Before electronically submitting the bids it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
10. For participating in the bid, bidder should be firm of Chartered Accountants, Company Secretaries or Cost Accountants registered in India in its respective Institute/Association constituted by law.
11. Bids without EMD (Bid security), Processing Fees and Document Fees shall be rejected.
12. **The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” (hereinafter called the Act) and the “Rajasthan Transparency in Public procurement Rules, 2013” (hereinafter called the Rules) under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail. A declaration in annexure-1 should be attached.**
13. DD/Banker’s Cheques of bid document fee, bid processing fee and EMD (Bid Security) mentioned in the above table should be submitted and delivered to the undersigned before last date and time of the submission of the bid.
14. Each & every paper/document will be sealed and signed by authorised signatory of participating bidder.

Financial Advisor
RSRTC

RAJSTHAN ROAD TRANSPORT CORPORATION, JAIPUR

TERMS AND CONDITIONS OF BID FOR ACCOUNTING WORK

1. General:-

Financial Advisor, RSRTC, Head Office, Jaipur on behalf of "RAJASTHAN STATE ROAD TRANSPORT CORPORATION" hereinafter referred to "Nigam" will receive sealed tenders for the subject work in accordance with the mentioned "Scope of Work". However, any work if specifically not mentioned but reasonably implied for the successful implementation and optimal performance of the proposed work shall be deemed to be inclusive and shall be an integral part of the "scope of work". The bidders are very well supposed in their own interest to go through the Bid Documents, Instructions, forms, terms and general information carefully and thoroughly.

2. Bid Document Price:-

Bid Document Price of Rs- 2000/- shall be Non- Refundable and must be deposited before opening of bid.

3. Definition of Terms:-

- (a) In constructing these general conditions and the annexed specifications, the words shall have the meaning herein assigned to them unless there is anything in the subject of context inconsistent with such construction.
- (b) The "RSRTC" mean the "RAJASTHAN STATE ROAD TRANSPORT CORPORATION" represented by the Managing Director and shall include their legal personal representative, successors and assignees. The "Owner" or "Nigam" shall mean "RSRTC".
- © The "Tenderer / Bidder" shall mean and include one or more persons /any firm / any company / any society / any forum / body incorporate, who has submitted the bid in response to "BID" by RSRTC.
- (d) The "Successful Bidder" shall mean the bidder whose bid has been accepted by the RSRTC and shall include his heirs, legal representatives, successors and assignees, approved by the RSRTC.
- (e) The " Managing Director" shall mean the Managing Director, RSRTC, Jaipur.
- (f) "Works" mean and include the work or works to be done/carried out by the Bidder under this contract.
- (g) The "Contract" shall mean and include the following:-
 - (i) Invitation of Bid

- (ii) Instructions to Bidders
 - (iii) Bid Documents including Schedule of Price
 - (iv) Letter of Intent and its acknowledgement
 - (v) EMD (Bid Security)/Performance Security
 - (vi) Formal Work Order
 - (vii) General Conditions of Contract
 - (viii) Specification, Specific Conditions, Schedules and Annexure
 - (ix) Addenda that may hereafter be issued by the RSRTC to the bidder in the form of letter and covering letters and schedule of prices as agreed to between the Bidder and the RSRTC.
- (h) The "Request for Proposal and Specification" shall mean the specification; specific condition annexed to the General Conditions, the contract schedule and the annexure thereto (if any).
- (i) The word "RFP" means "REQUEST FOR PROPOSAL".
- (j) The "Month" shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- (k) "Letter of Intent (LOI)" shall mean the Nigam's letter conveying its acceptance of the Bid (D subject to such reservation(s) as may have been stated therein.
- (l) The "Contract Price" shall mean the sum named in or calculated in accordance with the (1) provisions of the contract purchase or any amendments thereto.
- (m) "Formal Work Order" shall mean the Nigam's letter which may be issued in the way of letter of Intent containing detailed terms & conditions of the work and such other particulars which the Nigam may like to convey to the bidder pending execution of a formal written agreement.
- (n) "Writing" shall include any manuscript typed, written or printed statement under or over signature or seal, as the case may be.
- (o) Words importing "Person" shall Include firms / companies / corporations / society / forum and other bodies, registered in respective rules and regulations.
- (p) Words importing the singular only shall also include the plural and vice versa where the context requires.
- (q) Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897.

4. Directions for Filling the Bid: -

- (a) Bid shall be submitted as per formats attached /details desired hereto and all blanks in the bid and the annexure of the specifications shall be duly filled in. The complete forms, annexure shall be considered as part of the bid/contract documents in case of successful bid.
- (b) No alteration should be made to forms of the bid, specifications and annexure. The bid must comply entirely with the specifications.
- © The bid and all accompanying documents shall be in English Language and shall be signed by a authorized person. The name, designation and authority of signatory shall be stated in the bid, along-with documentary proof in favor of authorization of the person undertaking and signing the bidding documents.
- (d) The contract awarding authority will not be responsible to accept any cost involved in the preparation or submission of the bids.

5. Acceptance / Rejection of Bid: -

The RSRTC reserves the right to accept / reject any offer without assigning any reason.

- 6. Two-stage Bidding:-** It is two stage tender/bidding. First for Technical and second for Financial. Financial bid will only be opened of those bidders whose bid will be found technically qualified. Financial Bid should be submitted as per annexure-2. **Financial bid should be submitted in separate envelop on <https://eproc.rajasthan.gov.in>.**

7. Pre-bid Discussion:-

- (a) Any clarification on Scope of Work, quality of deliverables, manner of resolving the Accounting Work and any other development arising in pursuance thereto, can be discussed in pre-bid meeting in the office of Head Office, RSRTC, Jaipur on pre decided date and time. The bidder may also give his representation in writing. The RSRTC will see all the matters and if it is essential to amend the bid then an addenda will be issued and uploaded on **<http://eproc.rajasthan.gov.in>**.
- (b) The RSRTC, at its sole discretion, reserves the right to respond to questions raised by the Bidders. No response to a clarification request shall be necessary.

8. Submission of Offer:-

The Bid document for Accounting Work in prescribed format duly completed and signed on each page by the authorized signatory shall be uploaded/submitted.

9. Bid Validity :-

The Bid Validity shall be valid for a period of 90 days from the date of opening of The Bid.

10. Amendment in Bid Document:- At any point of time prior to these scheduled time and date for submission of bids, Nigam may for any reason, modify the bid documents by issuing amendment(s), which shall be part of the bid documents.

11. Deviations from Terms and Conditions:- Received offers from bidders deviating from terms and conditions are liable to be rejected out rightly unless exempted by the RSRTC.

12. EMD (Bid Security):-

- (a) Bidders shall deposit Bid Security of Rs. 60000/- (Rupees Sixty Thousand Only) and proof thereof shall be submitted with the bid documents. If the Earnest Money amount is found to be less than required, the offer will be rejected out rightly.
- (b) The Bid Security can be deposited in one of the following forms only:
 - (i) In cash:- to be deposited with the FA, RSRTC, Head Office, Jaipur.
 - (ii) Bank Draft/Bankers Cheque/RTGS:- in favor of the FA, RSRTC, Jaipur.
- (c) In case, the bidder withdraws his offer during the validity period or after placement of order, the Bid Security amount shall be forfeited.

13. Refund of Bid Security:-

- (i) Bid Security shall be refunded to the unsuccessful bidders after producing the original receipt, as soon as possible after the tender has been decided. No interest shall be paid on Bid Security amount.
- (ii) Bid Security of successful bidder shall be refunded / adjusted in Performance Security Deposit. No Interest shall be paid on Bid Security amount as well Performance Security Deposit.

14. **Performance Security/Guarantee Deposit:-** The performance security deposit shall be required to be furnished: -
- (a) On acceptance of offer, the Successful Bidder will have to deposit/submit an amount @ 10% of rate/amount offered for the scope of work for the year 2021-22 and 2022-23 in the form of Demand Draft/Bankers Cheque/ RTGS / Bank Guarantee within a period of 07 days from the work awarded under this bid to cover Performance Guarantee.
 - (b) If the security is deposited through Demand Draft/Banker's Cheque/Bank Guarantee, it shall be in favor of the FA, RSRTC, Jaipur and should be drawn on any Nationalized / Scheduled Bank and payable at Jaipur.
 - (c) The RSRTC shall adjust the penalty imposed (if any) from the Performance Security Deposit available with it.
 - (d) The Performance Security Deposit shall be refunded only after due and satisfactory performance as per terms and conditions of the order and on completion of work order or expiry of accounting period and audit thereof, provided that there is no claim(s)/ penalty outstanding to be recovered against the Successful bidder.
 - (e) No interest shall be paid by the RSRTC on Performance Security Deposit.
15. **Creation of Banker's Cheque/Demand Draft/Bank Guarantee :-**
- (i) FDR/Bank Guarantee shall be created from the bank account of the same firm in which bidder has its bank account and also issued by a bank located in Rajasthan state.
 - (ii) Verification of FDR/Bank Guarantee given by the bidder will be done by user section from the issuing bank branch in writing.
16. **Signing of Contract and Completion of Formalities:-**
- (a) Successful Bidders shall be required to sign the contract documents with the RSRTC on non-judicial stamp paper of Rs. 500/-. Cost of stamp paper and revenue stamp to be affixed on document shall be borne by the successful Bidder. The RSRTC shall not reimburse these costs. **Draft Agreement is available at annexure 'A'**.
 - (b) Failure of the Successful bidder (s) to sign the contract within **15 days** of work order shall constitute sufficient grounds for the cancellation of the work order. In such a case the RSRTC may blacklist the successful bidder's firm and Earnest Money deposit will be forfeited and process to give the work order to the another Bidder or call for fresh bids.

17. **Rules & Regulations:-** The Job shall be carried out as per the rules, regulation and other details as prevailing in the RSRTC, which shall be made available to the bidder. These rules and regulations may be modified by the RSRTC from time to time and would be intimated to the successful bidder for adhering to the same. The successful bidder will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. For any consequences arising out of non-compliance whatsoever in regard to all the prudent and applicable provisions of these acts, regulations etc. the successful bidder shall be wholly responsible.

18. **Submission of Bills Accounting Work:-**
The successful Bidder shall submit the bill in triplicate in the office of the EM (Compliance), Jaipur after completion of the accounting work quarterly/half yearly/yearly as the case may be along with Accounts and Subsidiary papers/statements.

19. **Terms for Payment :-**
No advance Payment shall be paid. The payment will be released proportionately to the work completed with yearly cost after receiving accounts as desired and Limited Review Report & Audit Report. The TDS shall be deducted as per rules. In case of any penalty, same will also be deducted from the bill produced by successful bidder and/or from any deposit of bidder with RSRTC.

20. **Period for Execution of Work:-**
The period of execution of work is mentioned in the term “Scope of Work”.

21. **Accounting Work Programme:-**
The successful bidder will have to submit its Accounting Work Programme along with name and mobile no. of expert staff of them before the officials of Compilation Section, RSRTC, HO, Jaipur. He will also discuss the programme with aforesaid officials and make necessary changes as discussed/directed. He will have to complete the work within prescribed time. He will also submit progress of the work from time to time and as and when desired by RSRTC.

22. **Submission of Accounting Work Report:-** The successful bidder is required to submit the consolidated Accounting Work Report of each office after discussion & duly agreed and acceptance by the Chief Manager/Manager (Finance) of depot. He will have to submit Accounting Work Report in hard copy duly signed by him as well in soft copy.

- 23. Compliance of Labour Legislation:-** The successful bidder shall discharge its liability of employer / bidder in respect of personnel to be engaged for service, as set out in EPF and MP Act-1952, ESI Act-1948 (in ESI implemented area), Workmen's Compensation Act-1923 (in non ESI Implemented area), Contract Labour (R&A) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948 etc. The successful bidder is required to get separate code under the provision of EPF & ESI Acts, If not already taken & deposit the employer's contribution along-with employees' subscription. Bidder shall be require submit copies of challans at the time of claiming payment, if failed to submit challan an amount equivalent to employer's contribution and employees subscription shall be deducted from its each bill and deposit with the concerned authorities. The bidder shall be solely responsible for any consequences arising out of breach of any legislation. If the firm of successful bidder is not covered under the aforesaid Acts and Rules, then he will have to submit a self declared copy stating the facts.
- 24. Safety of Record:-** The original records taken from any of the office of the RSRTC shall be kept safe and intact and handed over back in good condition to the respective office after completion of Accounting Work. The successful bidder shall make good to the RSRTC any loss suffered by it due to default of him in this respect.
- 25. Security & Secrecy:-** The Successful Bidder shall not disclose the result of Accounting Work and other subsidiary work wholly or partly to anybody else other than to the designated authority of the RSRTC and shall maintain a close secrecy in this regard.
- 26. Scope of Accounting Work(s): -**
- (i) The Bidder will make accounts for the year 2021-22 as follows:-
 - (a) April 2021 to September 2021,
 - (b) October 2021 to December 2021 and April 2021 to December 2021,
 - © January 2022 to March 2022 and April 2021 to March 2022,
 - (ii) The Bidder will make accounts for the year 2022-23 quarterly as well progressive up to the end of half yearly/December 2022 and March 2023.
 - (iii) Accounts includes Profit/Loss Accounts, Profit Loss Appropriation Account and Balance Sheet and other subsidiary accounts, schedules, statements, reconciliation statements etc which are necessary and essential to make/explain Profit/Loss Accounts, Profit Loss Appropriation Account and Balance Sheet.
 - (iv) There is Bank Reconciliation Section in Head Office. Work of this section is to reconcile the bank accounts with bank statements. The Section will also reconcile the amount of revenue deposited in Bank Collection A/cs. The successful bidder should also cross verify the same and incorporate the correct figures in accounts.

- (v) Accounts of RSRTC are made in Tally Prime Software in all depot/units including Head Office, so the bidder should be familiar with the working of Tally Prime.
- (vi) For making the accounts complete and correct, if required, the bidder will have to visit unit/depot offices. If the bidder can do the work without visiting the units, then he may be allowed to do so. No travelling allowance, lodging allowance and boarding allowance etc will be given to bidder for visiting the units/depots.
- (vii) Entries for all necessary provisions, reserves, depreciation etc. will have to be made in the books of accounts of Head Office.
- (vii) If any material mistake, fraud, embezzlement etc are found at the time of making accounts, the bidder will have to report the same immediately to the Executive Manager (Compilation)/F.A., RSRTC.
- (ix) Bidder will depute at least one expert staff to sit and work in the head office during working hours for doing the work in the head office during working hours 09.30 AM to 06.00 PM Monday to Friday. Name & mobile number of one authorized person will be provided by the bidder to have regular touch with RSRTC.
- (x) Bidder will have to report regularly from time to time and as and when required progress of the work assigned to him.
- (xi) Bidder will work according to rules, regulation and past practice. If there is requirement of changes required, then before making changes, he will have to make discussion with the office in charge of compilation section.
- (xii) After making the accounts, the bidder will assist to get limited review report as per rules, circulars of NSE & SEBI from the Chartered Accountant firm appointed by RSRTC.
- (xiii) He will have to get yearly accounts audited from the Chartered Accountants appointed by RSRTC as well CAG. CAG is the sole auditor of the RSRTC.
- (xiv) If any changes are suggested by Chartered Accountant/Auditor/CAG, then after discussion with concern officer, such changes will also to be made by him.
- (xv) After issue of LOI and performing agreement, the bidder will have to complete the accounts work within time as under:-
- | | |
|---|----------------|
| (a) April 2021 to September 2021, | within 40 days |
| (b) October 2021 to December 2021 and
April 2021 to December 2021, | within 30 days |
| © January 2022 to March 2022 and
April 2021 to March 2022, | within 40 days |
| (d) April 2022 to June 2022 | within 30 days |
| (e) July 2022 to September 2022 and
April 2022 to September 2022 | within 30 days |
| (f) October 2022 to December 2022 and
April 2022 to December 2022 | within 30 days |

(g) January 2023 to March 2023 and
April 2022 to March 2023

within 30 days

27. **Amendment in Scope of Work:** - The RSRTC may revise or amend the scope of work from time to time as per need of RSRTC, NSE & SEBI but the nature of the work restricted to making of accounts.
28. **Conduct of Successful Bidder's Staff:** - If any of the successful Bidder's staff/employees, in the opinion of RSRTC is found guilty or commits misconduct or incompetence or negligence, then as per direction of RSRTC, the successful Bidder shall at once remove such staff/employee and replace him/her by a qualified and competent substitute.
29. **Lien:** - In case of any lien or claim pertaining to the work and responsibility of the successful bidder for which the RSRTC might become liable, it shall have right to recover such claim amount from the successful bidder.
30. **Coordination from Accounts Staff & Compilation Section of RSRTC:** - Each of the successful bidder, his staff shall be required to coordinate with the accounts staff of RSRTC in such a manner so as to complete the accounting work of respective office within stipulated time.
31. **Technical Bid/Eligibility:-**
- (i) The firm should be registered under respective regulation, council and institutions. (Certified Registration Certificate should be attached)
 - (ii) The bidder's firm should have at least four members of the institute of Chartered Accountant/Company Secretary/Cost Accountants. Members may either partner or employee of the firm. (Certified Copy of Partnership Deed and/or employment Certificate should be attached)
 - (iii) Out of them, minimum two members should be fellow. (Certified Copy of Membership Certificate should be attached)
 - (iv) The firm should be in existence for minimum five years as on 31.03.2022. (Certified Registration Certificate should be attached)
 - (v) Participating firm must not be prohibited by any regulatory authority for offering such services and also should not have been blacklisted/debarred by any PSU, Central or State Government Undertakings in the past. (Affidavit on Non Judicial Stamp Paper of Rs. 100/- should be attached.)
 - (vi) Firm should be registered under Goods and Service Tax Department (GST). (Certified Registration Certificate should be attached)

(vii) The firm should have at least five Article Clerk/Audit Clerk/employee. (Affidavit on Non Judicial Stamp Paper of Rs. 100/- should be attached.)

(viii) Average yearly minimum turnover of the firm should be 20.00 lakh during last three financial years. (Certified copy of last three years Profit & Loss A/c and Balance Sheet should be attached)

Note: Technical bid should be submitted as per annexure -3.

32. **Penalty:** - 1. If Accounting Work is not completed within prescribed time then penalty of Rs. 5000/- per day (GST extra as applicable) will be payable by the successful bidder. If the penalty imposed by NSE & SEBI is more than the aforesaid amount and any other amount imposed then the actual penalty imposed and any other amount will be payable by the bidder. The penalty will be adjusted from the payment payable to the successful bidder. If the payable amount is less than the chargeable amount then balance will be adjusted from the Performance Security Amount. In such a case balance Performance Security Amount will be deposited by successful bidder immediately.
33. **Extension of Order:** - The Accounting Work initially will be given for **two financial years**. However, the RSRTC reserves the right to extend the work for another one year on the same rates, terms and conditions.
34. **Extension of Time:** - Any extension in time beyond contract period as mentioned in the work order shall only be considered on merits by competent authority of RSRTC.
35. **Workspace:** The RSRTC will provide reasonable **workspace, furniture and computer** for the working team. Other resources viz., telephone etc. would have to be arranged by the successful Bidder on his own cost.
36. The Accounting Work shall be executed by team consisting-of full time professional and assistant(s) having accounting work experience.
37. All the Reports shall be signed by the Authorized Signatory of the successful Bidder. The person signing the audit report shall be responsible for the all work done by the accounting team, irrespective of composition of visiting team.

38. Cancellation of Order:-

The RSRTC may upon written notice of default, terminate contract in the circumstances detail hereunder:

- (a) If in the opinion of the RSRTC, the bidder fails to perform the work within the time specified.
- (b) If In the opinion of the RSRTC, the successful bidder fails to comply with any of the provisions of this contract. In such case, a written notice shall be served by the RSRTC to the successful Bidder to stop further activities and take urgent steps towards corrective measures, failing which the order will be cancelled.
- (C) In the event of such termination, the RSRTC shall exercise its discretionary powers to award the work to other professional firm after giving due notice to the successful Bidder on account at the risk and cost of successful Bidder.
- (d) The performance of the firm shall be reviewed periodically and for any unsatisfactory performance, the RSRTC reserves the right to terminate the services, giving a notice of **15 days** to the successful Bidder.
- (e) The RSRTC reserves all rights, not to give any reason in writing or otherwise, towards cancellation of the contract at any time.
- (f) The decision of the RSRTC shall be final regarding the acceptability of the report submitted by the successful bidder and the RSRTC shall not be required to give any reason(s) in writing or otherwise at any time towards rejection of the same.

39. Bidder's Default:- If the successful bidder does not comply with the terms and conditions of the bid-documents then the bidder will be declared as black listed and same will be informed to concerned council/institute for taking necessary action.

40. Force Majeure: - Any cause that is beyond the reasonable control of the successful Bidder or RSRTC will be Force Majeure Condition. The cause of the Force Majeure condition will be taken into consideration only if the tendered immediately from the occurrence of such condition. The RSRTC shall verify the facts and grant such extension as the facts justify. For extension due to Force Majeure Condition, the successful Bidder shall submit its representation along-with documentary evidence for scrutiny by the RSRTC and decision of the RSRTC in this regard shall be final and binding.

41. Subletting of Contract: - Successful Bidder shall not sublet the work. In case of getting execution of work through other, the contract shall be terminated.

42. Suspension of Works: -The RSRTC shall not be liable to pay the successful bidder any compensation whatsoever arising from suspension or for idle labor.

43. **Governing Laws & Jurisdiction:** - The agreement shall be governed & followed by Indian Laws and Sub Laws. Only the competent court at Jaipur (Rajasthan) alone shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise. All disputes, differences, questions, whatsoever arising between the RSRTC and the bidder shall be dealt with at Jaipur City only and no court other than Court at Jaipur (Rajasthan) shall have jurisdiction.
44. **Grievance Redressal during Procurement Process:-** If any grievance arises during procurement process, the same be resolved as per annexure - 4
45. **Dispute Resolution & Arbitration:-** If any dispute arises between successful bidder and RSRTC, the same will be settled as follows:-
- I. **Dispute Resolution:** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the Standing Committee constituted vide Rajasthan State Road Transport Corporation's office order No. HO/Law/Gen/17/781 dated 03.10.2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.
- II **Arbitration:** If the second party (lessee/contractor etc.) does not wish to take recourse to the dispute resolution mechanism outlines vide Rajasthan State Road Transport Corporation's office order No. HO/Law/Gen/17/781 dated 03.10.2017 referred to above, or if the second party is not satisfied with the decision of the Standing Committee consisted thereunder, then such dispute or difference relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled or by a Sole Arbitrator to be appointed by the first party (Rajasthan State Road Transport Corporation) following the qualifications and disqualifications laid down under Section 12 of the Arbitration and Conciliation Act, 1996 as amended.
46. **Additional condition of the Contract:-** As per annexure-5.
47. **Compliance with the Code of Integrity and No Conflict of Interest:-**
As per annexure-6.

48. **List of Depot/Units:** List of Depot/Units is available at annexure-7.
49. Initially bid is invited for two years. If RSRTC found the work of successful bidder satisfactory, then with the consent of both parties, bid can be extended for further one year on the same rate, terms and conditions.
50. The successful bidder shall use sufficient/competent man power for completing the work of unit offices and Head Office simultaneously to ensure timely completion of work.
51. **Failure to Execute Contract:-** The successful bidder(s) failing to execute the order placed on them to the entire satisfaction of the RSRTC with terms & conditions set forth therein, will be liable to make good the loss sustained by the RSRTC, subsequent to the placing of fresh orders elsewhere at higher rates, I.e. the difference between the price accepted in the contract already entered into and the price at which fresh offers have been placed. This is without prejudice to forfeiture of Bid Security Deposit, Performance Guarantee and any other financial hold available with the RSRTC.

Financial Advisor
RSRTC.HO, Jaipur.

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us.

Date: _____ Signature of the Participating Bidder
Place: _____ along with the stamp of the firm/ Company.

Annexure-1

Declaration by the Bidder regarding qualification

In relation to my/our Bid submitted to..... for procurement of.....in response to Notice Inviting Bid No.....Dated.....I/We.....hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:-

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Documents issued by the procuring entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/We are insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affect fair competition.

Date:

Place:

(Signature of Authorized Person)

Stamp of the Firm

Annexure-2

Financial Bid:-**Bid for appointment of firm for Accounting Work):**

Our rates are as under:-

Description of the Work	Unit	Amount (Rs.)
Total Accounting Work for the Financial year 2021-22 and 2022-23	Yearly	Rs,.....

In Words:.....

*Rates are including GST and any other taxes as applicable.

*The Accounting Work is to be conducted with the highest standard of professional, ethical competence and integrity.

(Signature of Authorized Person)
 Stamp of the Firm

Rajasthan State Road Transport Corporation
Technical – Bid

Annexure-3

S. No.	Particulars	Actuals	Certified Copy attached or not
1	Name of the Firm		
2.	Date of Registration with council/institution		
3.	PAN No.		
4.	GST Registration No		
5.	Address (Complete in all respect including Land Line, Mobile No and e-mail)		
6.	Turnover	2019-20 (Audited Copy of Final Accounts should be attached) 2020-21 ** ** 2021-22 ** ** Average	
7.	Authorized Person	Name: Nature of Member: CA/CS/CMA Mobile No: e-mail: Fellow/Associate membership no.	
8.	Partners' details	1. Name: Nature of Member: CA/CS/CMA Mobile No: e-mail: Fellow/Associate membership no. 2. Name: Nature of Member: CA/CS/CMA Mobile No: e-mail: Fellow/Associate membership no.	
9.	Employees' details	1. Name: Nature of Member: CA/CS/CMA Mobile No:	

		e-mail: Fellow/Associate membership no. 2. Name: Nature of Member: CA/CS/CMA Mobile No: e-mail: Fellow/Associate	
10.	Facts about black listed/debarred		
11.	Article clerk/Audit Clerk/Paid employee	1. Name: Qualification: Experience in years: 2. Name: Qualification: Experience in years: 3. Name: Qualification: Experience in years: 4. Name: Qualification: Experience in years: 5. Name: Qualification: Experience in years:	
12.	Experience regarding Accounting Work		
13.	Details of Bank Account	1. Name of Bank with Branch 2. Account No: 3. IFS Code:	Copy of cancelled cheque should be enclosed.

Note: Separate sheet should be used if required.

(Seal & Signature of Authorized Person)

Annexure-4

Grievance Redressal during Procurement Process:

The designation and address of the First Appellate Authority is MD, RSRTC

The designation and address of the Second Appellate Authority: shall be as per clause no.45.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect document, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Signature of Bidder with seal

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii). Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

..... (Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

ANNEXURE-5**ADDITIONAL CONDITIONS OF CONTRACT****01. Correction of arithmetical errors:**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis :

(i) if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bids does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

02. Procuring Entity's Right to Vary Quantities :

(i) At the time of award of contract, the quantity of goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. it shall be without any change in the unit prices or other terms and conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply, if the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Suppliers.

03. Dividing quantities among more than one Bidder at the time of award (In case of Procurement of Goods) :

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder with seal

Annexure-6

Compliance with the Code of Integrity and No Conflict of Interest:

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations.

- i. 'A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; ,or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Bidder with seal

Annexure-“A”**Agreement (On Non-Judicial Stamp Paper of Rs.500/-)**

This agreement is made and executed on thisday of2022.

Between

Financial Advisor , Rajasthan State Road Transport Corporation (RSRTC), Head Office, Parivahan Marg, Chomu House, Jaipur 302001 (hereinafter referred to as “RSRTC”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the First Part

And

M/s <Bidder’s Name>, <Address>, Phone Number>, <Fax No.> 302001 (hereinafter referred to as “Name”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the Second Part

Both the RSRTC and <Name>, shall hereinafter be referred to individually as ‘Party’ and collectively as ‘Parties’ in this contract.

Whereas:

- a) The RSRTC, party to the First Part invited RFP/NIB vide no..... datedand subsequent corrigendum (hereinafter called as “RFP/NIB”).
- b) The <Name of the Bidder>, party to the Second Part has submitted its offer for such services in accordance with all the terms and conditions stipulated in the RFP/NIB.
- c) The First Part has placed work order to Second Part vide order No..... datedfor the aforesaid work for a period of five years as per terms and conditions mentioned in the RFP/NIB for the aforesaid work for a period of two year as per terms and conditions mentioned in the RFP/NIB and this Agreement and whereas the Second Part has deposited a sum of Rs.as a Performance Security Deposit as per Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013.

- d) The Second Part has agreed to provide services as per terms and conditions of the RFP/NIB, including the terms of this Agreement and subsequent corrigendum would be treated as a part of this Agreement.
- e) The terms and conditions laid down in the NIB/RFP documents, work order of contract, Bid Submission Sheet and the Price Schedule submitted by the bidder; and all other relevant documents attached with NIB/RFP shall be deemed to form and be read and constructed as part of this Agreement.
- f) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:-

NOW THIS AGREEMENT WITHNETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. In this Agreement unless the contest otherwise requires:
 - 1.1 “Agreement” means the Agreement, the Schedules attached hereto and the agreed terms as set out in the NIB/RFP including any amendments and modifications to the above from time to time.
 - 1.2 “Confidential Information” means any information disclosed to or by any party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is:
 - a. by its nature confidential or by the circumstances in which it is disclosed confidential; or
 - b. designated by the disclosing Party as confidential or identified in terms connoting its confidentially;

But does not include information which is or becomes public knowledge other than by a breach of this Agreement.
 - 1.3 “Document” means any embodiment in any text or image however recorded and includes any data, text, images, sound, voice, codes or/and databases or microfilm or computer generated micro fiche.

1.4 “Contract period” shall refer to work of accounts for the period 2021-22 and 2022-23 from the date on which this agreement is signed.

1.5 “Services” means all such services that are set out in the Scope of Work as per RFP/NIB and includes any amendment, modification, clarification and addition to such Scope of Work, as the RSRTC may deem fit and mutually decide upon by both the parties during the term of this Agreement in order to enable the performance of the System, as set out in this Agreement.

1.6 Bidding Authority refers to Financial Advisor, RSRTC, HO, Jaipur.

2. INTERPRETATION:

In this Agreement unless a contrary intention is evident

- 2.1 The clauses headings are for purposes of convenience of reference only and do not form part of this Agreement.
- 2.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
- 2.3 Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to all of its clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.
- 2.4 A word in the singular includes the plural and a word in the plural includes the singular.
- 2.5 A word importing a gender includes any other gender.
- 2.6 A reference to a person includes a partnership and a body corporate.
- 2.7 A reference to legislation includes legislation repealing, replacing or amending that to legislation.
- 2.8 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 2.9 In the event of an inconsistency between the terms of the Agreement and the NIB/RFP, the terms hereof shall prevail.

IN WITNESS WHERE OF the Parties hereto have hereunto set their hands and seal the day and year first above written-

Financial Advisor
Rajasthan State Road Transport
Corporation, HO, Jaipur.

Authorized Signatory,
Address of Second
Party

Witnesses:
1.....
.....
2.....
.....

Witnesses:
1.....
.....
2.....
.....

RAJASTHAN STATE ROAD TRANSPORT CORPORATION, JAIPUR Annexure-7	
LIST OF UNITS	
Sr. No.	Name of Depot/Unit
1	ABU ROAD
2	AJAYMERU
3	AJMER
4	ALWAR
5	ANOOPGARH
6	BANSWARA
7	BARAN
8	BARMER
9	BEAVER
10	BHARATPUR
11	BHILWARA
12	BIKANER
13	BUNDI
14	CHITTORGARH
15	CHURU
16	DAUSA
17	DELUXE
18	DHOLPUR
19	DEEDWANA
20	DUNGERPUR
21	FALANA
22	GANGANAGAR
23	HANUMANGRH
24	HINDON
25	JAIPUR
26	JALOR
27	JHALAWAR
28	JHUNJHUNU
29	JODHPUR
30	KHETRI
31	KOTA
32	KOTPUTALI
33	LOHAGARH
34	MATSYANAGAR
35	NAGOUR
36	PALI
37	PHALODI
38	PRATAPGARH
39	SARDARSAHAR
40	SIKAR
41	SIROHI
42	SRIMADHOPUR
43	TIJARA
44	TONK
45	UDAIPUR
46	VAISHALINAGAR
47	VIDHYADHARNAGAR
48	DELHI
49	CBS JAIPUR
50	CBS AJMER
51	CWS JAIPUR
52	CWS AJMER
53	CWS JODHPUR
54	CENTRAL STORE
55	AHAMDABAD
56	RAJSAMAND
57	SAWAIMADHOPUR
58	HEAD OFFICE

NOTE:- TALLY ACCOUNTING OF SAHAPURA IN KOTPUTALI, KAROLI IN HINDON & JAISMER IN BARMER DEPOT