



MINISTRY OF RAILWAYS

RAIL LAND DEVELOPMENT AUTHORITY (RLDA)

REQUEST FOR PROPOSAL

FOR

EMPANELMENT OF CHARTERED ACCOUNTANTS FIRM

FOR

‘Support Services at RLDA office for Accounting Works including Book -Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS’

At the Office Complex

Unit No-702-B, 7th Floor, Konnectus Tower-II,
DMRC Building, Ajmeri Gate, New Delhi-110002.

TENDER NO. RLDA/2023/MF/F&A/Accounting Support Services Dated 09.10.2023.

ABOUT THE ORGANIZATION

Rail Land Development Authority (RLDA) is a statutory authority under the ministry of railway set up by an amendment to the Railways act, 1989, for development of railway land as entrusted by the central government for commercial use for the purpose of generating revenue by non-traffic measure. RLDA has been constituted in terms of Extraordinary Gazette notification dated 31/10/2006 as amended on 05-01- 2007. The Rules for functioning of RLDA have also been notified in the Extraordinary Gazette dated 04.01.2007. RLDA currently engaged in leasing of land to private developers for commercial development, multifunctional Complex, Development/redevelopment of Residential Colony Railway Station and other Commercial Building Railway

NOT FOR BIDDING WITHOUT PAYMENT

DISCLAIMER

The information contained in this Bid Document (hereinafter referred to as “Bid”)document or subsequently provided to the bidders, whether verbally or in documentary form by or on behalf of the Rail Land Development Authority (RLDA), their employees or any of its agencies/consultants/advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions subject to which such information is provided.

The purpose of the Bid document is to provide the Bidders with information to assist the formulation of their eligibility and Financial Proposal. This Bid document does not purport to contain all the information for all the persons, and it is not possible for RLDA, or their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular need of each Bidder who reads or uses this Bid document. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this Bid document and where necessary obtain independent advice from appropriate sources. RLDA, their employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the Bid document. For more clarity the following points are reiterated:-

1. This Request for Proposal (hereinafter to be referred as RFP) document is not an agreement or offer by Rail Land Development Authority (hereinafter to be referred as RLDA) to the prospective Bidders or any other party for any professional work.
2. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Bids. This RFP document and the information contained therein are to be used only in the manner prescribed.
3. No contractual obligation whatsoever shall arise from this RFP process.
4. RLDA reserves the right to modify or even not to proceed with the empanelment and can cancel the RFP also.
5. While this RFP document has been prepared in good faith, neither RLDA nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP document.

RLDA may at its own discretion but without being under any obligation, update, amend or supplement the information in this Bid document

SCHEDULE FOR PROCUREMENT

S.N	Particulars	Schedule
1.	Tender Reference Number	NO.RLDA/2023/MF/F&A/Accounting Support Services Dated: 09/10/2023
2.	Name of Tender	Invitation of Tender for outsourcing of Support Services at RLDA office for Accounting Works including Book - Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.
3.	Location	Rail Land Development Authority (RLDA) Unit No.702-B, 7th Floor, Konnectus Tower-2, DMRC Building, Ajmeri Gate, New Delhi-110002
4.	Commencement of downloading of e-bid	10-10-2023 from 18:00h
5.	Last date of downloading e-bid	09-11-2023 upto 14:00h
6.	Last date of submission of e-bid online	09-11-2023 upto 15:00h.
7.	Bid Opening Date	09-11-2023 at 15:30h
8.	Approximate estimated cost of work (all inclusive) for Two years contract.	Rs.62,30,400/-
9.	Earnest Money to be paid online on e-tendering portal using e-payment gateway to ITI Limited	Rs.1,24,610/-
10.	Registration charges(non-refundable)	Rs. 2500/- exclusive of all taxes(Pls. refer Instruction for online Bid Submission, Column-d)
11.	Bid processing (Non- refundable) to be paid online using e-payment gateway to ITI Limited. (Without paying this fee tender cannot be downloaded or uploaded)	Bid processing fee is payable @0.05% of the Estimated cost with a minimum cap of Rs.550/- and maximum cap of Rs.5,000/- exclusive of all taxes. (Non- refundable).
12.	Cost of tender document	₹.5,000/-+ GST @18% i.e. Total Rs.5,900/-
13.	Queries (if any)	No queries will be entertained after end date of bid submission
14.	For any query- contact person and Contact Number	Mr. Naresh Bisht Ph. 9868540355

Note:- Bids shall be accepted through e-tendering mode only. No other mode of bid submission shall be accepted

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Instructions for online Bid Submission/E-Tendering procedure/Guidelines:

The application shall be submitted in accordance with the following guidelines

1. One Applicant shall submit only a single application for applicable category.
2. The application shall be unconditional, else, it would be liable for rejection.
3. All the information/details are to be supported by documents duly certified by the Applicant.
4. Those entities/individuals, who have been de-listed by the Corporation or by State or Central Government PSU/banks/FIs are not eligible to apply.

Accessing/ Purchasing of Tender Documents

- a) The complete Tender Document can be viewed/downloaded (for view purpose only and not for bidding) on free view tab of the e-Procurement portal i.e. www.tenderwizard.in/RLDA free of cost or through link in Tender section of RLDA website.
- b) A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of RLDA.
- c) It is mandatory for all the bidders to have class-III Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of RLDA.
- d) It is mandatory for the bidders to get their firm/ company etc. registered with e-procurement portal of RLDA i.e. www.tenderwizard.in/RLDA to have user ID & Password by submitting a **non-refundable annual Registration charges of Rs.2500 (Rupees two thousand five hundred only) exclusive of all taxes** to be paid online using the e-payment gateway to ITI Limited through the portal address mentioned above.
- e) Above charges are exclusive of taxes, levies etc. which can be paid online using the e-payment gateway to ITI Limited. The registration so obtained by the prospective bidder shall be valid for one year from the date of issuance and shall be subsequently renewed on payment of charges applicable at that time.
- f) Bidders shall safely keep their User ID and password, which will be issued by the service provider i.e. ITI Ltd. upon registration, and which is necessary for e-tendering.
 - (i) Bidders are advised to change the password immediately on receipt of activation mail in their own interest.
 - (ii) Bidder shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy in their own interest.
- g) Tender documents shall be available online on website www.tenderwizard.in/RLDA from where it can be downloaded till the due date & time of downloading of e-tender as per schedule of e-bidding process mentioned in **Clause 1.1 in KIT under of Instructions to Bidders & Bid Forms.**
- h) For downloading of bid documents, Bidder shall submit a non-refundable tender **Bid** processing fee is payable @0.05% of the **Estimated value** with a minimum cap of Rs.550/- and maximum cap of Rs.5,000/- exclusive of all taxes.(Non- refundable).processing fee to be paid online using the e-payment gateway to ITI Limited through the portal address mentioned above before date & time of downloading of e-tender.

- i) The bidder shall have to pay a **Bid document fee of Rs.5,000/- + GST @ 18% i.e. Total of Rs.5,900/- (Rupees Five Thousand Nine Hundred only)** through online portal i.e. www.tenderwizard.in/RLDA. The Bid Document fee is non-refundable/ non-transferable. The cost of Bid document has to be submitted before due date and time of downloading of e-bid.
- j) The Complete Request button shall not be highlighted till Bid Document Fee & Tender Processing Fees are paid (red coloured links are turned to black). Prospective bidders are advised to click on “Complete Request” button to complete the e-bid document purchase and to become valid for bid participation process once the payment of Bid Document Fee and Tender processing fee has been done. This whole process is required to be completed before the last date and time of sale/downloading of e-bid document.

Note: Bidders registered under the **MSME ACT** with (i) District Industries Centres or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises, are exempted from payment of Bid document fee and earnest money, subject to uploading self-attested scanned copies of certificate of current registrations in the places where proof of Bid document fees & EMD etc. are to be uploaded while submitting their e-bids online and up to the monetary limit of their registration for tendered work. In case Tenderer/Bidder fails to submit required documents (or are subsequently found invalid), their offer will be summarily rejected on account of non-submission of requisite Tender document.

- k) Validity of Bidder’s Registration on the e-tender portal of RLDA

Bidders may note the following:

- (i) It shall be the sole responsibility of the bidder(s) to keep the Registration valid up to the original/extended date of submission of bid.
- (ii) Bids can be submitted only during the validity of their registration.
- l) RLDA may issue addendum(s) corrigendum(s) related to the Tender documents. In such cases, the addendum(s)/ corrigendum(s) shall be issued and placed on the website www.tenderwizard.in/RLDA at any time before the closing time of tender. The bidder who has downloaded the Tender documents from e-portal must visit the RLDA’s Tender Wizard website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendum/addendum.
- m) Bidders cannot download & submit the bid after the due date and time of e-bid downloading/submission. (Please refer to clause 1.1 in KIT of the ITB). Time being displayed on e-procurement portal of RLDA (“Indian Standard Time”) shall be final and binding on the bidder. E-bids are required to be submitted by bidders only as per the Indian Standard Time (IST) and not the time as per their location/country.

MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:

In the event of modification/ substitution/ withdrawal of the application, the bidder may modify, substitute or withdraw the documents of its Application after its submission prior to the Application due date and time.

- n) For withdrawal of the documents of the Application, the bidder will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However, it may be noted that once the bid has been withdrawn, bidder cannot participate again for the same e-bid. The bidder may modify or substitute the bid documents after submission, provided

that the bidder updates the old documents already submitted in the electronic form through Tender Wizard and also uploads the modified or substituted documents.

NOTE: Bidders are advised not to withdraw their bid in case of any modification/ substitution of application submitted. Withdrawal shall not allow further participation/ modification/ substitution of applications.

- o) The bidders are advised to submit their e-bids online well before the e-bid due date & time. RLDA/ M/s ITI LIMITED shall not be responsible for any delay in submission of e-bids for any reason whatsoever. No other mode of Bid submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.**
- p) The complete application shall be signed by the Authorized Signatory of the bidder & submitted “online” and Financial Bid Sheets (Tender Form-6) should be filled in and submitted “online” only. Scanned copied of various documents can be prepared in different file format (PDF, JPEG). Bidders can upload a single file of size 5 MB only but they can uploaded multiple files.
- q) **Submission of e-bids:** The e-bids shall be submitted in two covers viz.- **Technical Bids** i.e. Bid documents and Tender Forms- 1,2,3,4(A),4(B), & 5 along with check List/ with required Documents to be kept in **Cover-1** and **Financial Proposals** i.e. Tender Form-6 to be kept in **Cover-2** and to be submitted **online** only. **No physical submission of Form-6 is allowed.**
- r) The EMD payment to be paid online only on e-tendering portal using the e-payment gateway to ITI Limited.

(A) TECHNICAL PROPOSAL /BIDS:

- (i) The Tender documents shall be submitted online on or before by due date/ time as Schedule of e-bidding process with Tender processing fee to be paid online using the e-payment gateway to ITI Limited through the e-procurement portal. Detailed credentials as per the requirement of eligibility criteria/ as per check list and all Tender documents are to be uploaded online with digital signature on www.tenderwizard.in/RLDA.
- (ii) The Earnest Money (Bid Security) payment shall be made online on e-tendering portal using the e- payment gateway to ITI Limited.
- (iii) The cost of bid documents shall be paid before the due date & time of downloading of e-bid documents.

(B) FINANCIAL PROPOSALS/Bids: All financial proposals/ documents along with check list in separate cover to be uploaded online with digital signature on www.tenderwizard.com/RLDA. In case of any query or assistance, bidders may contact on undernoted contact numbers and e-mail address.

e-tendering Registration Queries	Registration HelpDesk	080-45811365	twregdelhi@etenderwizard.com
DSC related Quries	Help Desk	080-45811365	dscdelhi@etenderwizard.com
For e-Tendering Queries	Mr. Suraj Singh	080-45811365 Mob:-9599653865	suraj@etenderwizard.com

Note: Bid document fee, Earnest Money (bid security) payment instrument and Bid Form No. 1, 2, 3, 4(A), 4(B) & 5 in requisite form whichever is applicable have to be submitted online only.

RAIL LAND DEVELOPMENT AUTHORITY**INSTRUCTIONS TO BIDDERS
(GENERAL)****TENDER NO. RLDA/2023/MF/F&A/Accounting Support Services Dated:09/10/2023**

Name of Work:-Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.

1.0 Introduction

For and on behalf of Vice Chairman, RLDA, New Delhi, the DGM/F&A invites open tender (e-tender) from the interested eligible bidders under single stage two packet system in prescribed form for the above mentioned services defined under 'Name of Work' at the Office Complex Unit No-702-B, 7th Floor, Konnectus Tower-II, DMRC Building, Ajmeri Gate, New Delhi-110002.

1.1 Key Information Table

S.No.	Description	Details
1.	Approximate cost of work	₹ 62,30,400/- (Rupees Sixty Two Lakh Thirty Thousand Four Hundred only)
2.	Earnest Money EMD (to be paid online on e-tendering portal using the e-payment gateway to ITI Limited)	EMD Amount ₹ 1,24,610/- (₹ One Lakh Twenty Four Thousand Six Hundred and Ten only)
3.	Tender Processing Fee (Non-refundable) to be paid online using e-payment gateway to ITI Limited. (Without paying this fee tender cannot be downloaded or uploaded)	Bid processing fee is payable @0.05% of the Estimated cost with a minimum cap of Rs.550/- and maximum cap of ₹ 5,000/- exclusive of all taxes. (Non-refundable).
4.	Registration Charges(non refundable)	₹ 2500/- (Pls. refer Instruction for online BidSubmission, Column-d)
5.	Cost of tender document	₹ 5,000/- + GST @18% i.e. =₹ 5,900/- (₹ Five Thousand Nine Hundred only)
6.	Contract period	24 months (extendable up to another one year subject to satisfactory performance and consent of both parties to the Agreement.)

1.2 Bid System: E-Bidding for the selection of the Bidder for the work will be submitted online in a **Single Stage Bid (two packet)** system consisting of **"Technical Proposal"** in the Cover-1 and **"Financial Proposal"** in the Cover-2.

1.3 Bid Validity Period:- 120 days from the date of opening of Bid.

2.0 Bid Documents

- Instructions to the bidders (ITB).
- Tender forms duly filled in.
- Terms of References (ToR)
- General Conditions of Contract (GCC).
- Special Conditions of Contract (SCC).
- Certificate by the Bidder.

Note: The Tender shall be governed by the instructions to bidders, Terms of Reference,

General Conditions, Special Conditions & Scope of Work. In case of any interpretation in clauses/paras of different sections of Bid document, the order of precedence will be as-ITB, ToR, GCC, SCC and Scope of Work.

2.1 Enclosures to be submitted:

- a) Earnest Money as prescribed in clause 2.4 of RFP.
- b) Complete tender documents duly stamped & signed by the Bidder(s).
- c) Authentic document in support of his/their credentials with reference to eligibility criteria as detailed below:-
 - I. Self-attested copy of Membership Certificate of Partners and full time qualified persons issued by Institute of Chartered Accountant.
 - II. Self-attested copy of Certificate of Practice of Partners and full time qualified persons issued by Institute of Chartered Accountant.
 - III. Self-attested copy of Registration Certificate of Chartered Accountant Firm issued by Institute of Chartered Accountant.
 - IV. Self-attested copy of Firm Card of Chartered Accountant issued by Institute of Chartered Accountant.
 - V. Self-attested copy of Peer Review Certificate.
 - VI. Self-attested copy of C&AG Certificate.
 - VII. Self-attested copy of RBI Category I Certificate.
 - VIII. Self-attested copy of PAN Card.
 - IX. Self-attested copy of GST Registration Certificate.
 - X. Self-attested copy of work order issued of Statutory/Concurrent/Internal Audit and other accounting work of any Govt. Companies Autonomous body. (Appointment letters/LOA must be attached)
 - XI. Self-attested copy of document showing location of Headquarters in Delhi/NCR.
- d) Permanent Account number (PAN) issued by Income-Tax department.
- e) List of earlier executed contract along with at least one completion certificate from the department concerned.
- f) Copy of GST Registration Number;
- g) Copy of ESI Registration.
- h) Copy EPFO Registration.
- i) Copy of empanelment / registration by C&AG.
- j) List of clients along with their placement.
- k) Copy of valid registration as MSME from authorized authorities, if applicable.

2.2 If the Bidder(s) fails to submit the authenticated documents in support of his/their credentials, as specified in tender documents, along with requisite Tender Document Cost, his/their tender will summarily be rejected.

2.3 Bid document Fee: The Non Refundable and Non Transferable Bid Document fee is ₹ 5000 (₹ Five thousand only + GST @18% i.e. = ₹5,900/- (₹ Five thousand nine hundred only) In this regard bidders are requested to refer to Clause 1.1 (KIT) of instructions to Bidders.

2.4 EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE (PG):-

(A) EARNEST MONEY DEPOSIT (EMD)

- (i) The Bidder/Tenderer is required to submit an Earnest Money Deposit (EMD) of ₹ 1,24,610/- (₹ One Lakh Twenty Four Thousand Six Hundred and Ten only) to be paid online only on e-tendering portal using the e-payment gateway to ITI Limited.
- (ii) Successful Bidder/Tenderer shall be required for submission of Performance

Security/Guarantee as provided, within the stipulated time.

- (iii) Bidders/Tenderers registered with MSME, Govt. of India as Micro & Small Enterprise **for similar nature of work** will be exempted from making payment towards Bid Document Fee and payment of Earnest Money Deposit (EMD) subject to submission of valid registration with MSME, Govt. of India. However all other prescribed eligibility criteria will remain applicable on such bidders/tenderers also. In case of exemption from payment of cost of Bid Document Fee and Earnest Money Deposit as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the bidder(s)/ tenderer(s) at the time of bid submission. The onus of proving that the bidder/tenderer is exempted from payment of the cost of Bid document fee and payment of Earnest Money Deposit will lie squarely on such bidder(s)/ tenderer(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RLDA as a valid bid. At a later stage, if it is discovered from the uploaded documents that such bidder(s)/ tenderer(s) is/are not entitled for the exemption from payment of cost of Bid document fee and payment of Earnest Money Deposit, their bid shall be treated as non-responsive and rejected out rightly.
- (iv) The bidder/tenderer is liable for punitive action in following cases:
- If the bidder/tenderer withdraws its proposal (offer) during the Proposal Validity Period.
 - If the successful bidder/tenderer fails to accept the Letter of Acceptance in writing within the time specified in this document or any extension thereof granted by RLDA
 - If the successful bidder/tenderer fails to sign the agreement within the time specified in this document or any extension thereof granted by RLDA
 - If the successful bidder/tenderer imposes any condition after the Proposal Due Date affecting the original proposal
 - If the successful bidder/tenderer fails to submit the Performance Security/ Guarantee within stipulated time.
 - Under punitive action the bidder/tenderer shall be banned from submission of bids in any Works/Service Tender issued by RLDA for a period of 12 months from the date of such banning done and also "EMD shall be forfeited".

(B) SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

- The security deposit shall be recovered by percentage deduction from the contractor's "On account bill" @10% of the bill amount. Provided also that in case of defaulting contractor the RLDA may retain any amount due for payment to the contractor on the pending "On account bills" so that the amounts so retained may not exceed 5% of the total value of the contract.
- Unless specified in the special conditions, the security deposit/rate of recovery/mode of recovery shall be as under:-
 - Security deposit for each work shall be 5% of the contract value.
 - The rate of recovery shall be at the rate of 10% of the billed amount till the full security deposit is recovered.
 - Security deposits will be recovered only from the running bills of the contract and no other mode of collecting Security Deposit such as deposits in form of instruments like BG, FD etc. shall be accepted. Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent for the execution of the contract. If this competent authority is of the rank lower than JA grade, then JA grade officer (Concerned with the work) shall issue the certificate after obtaining unconditional and unequivocal '**no claim certificate**' from the contractor.
- No interest will be payable upon the earnest money (if any deposited) and security deposit or any amount payable to the contractor under the contract.

(C) PERFORMANCE GUARANTEE (PG)

The procedure for submission of Performance Guarantee is outlined as under:-

- (a) **The successful bidder shall have to submit a Performance Guarantee (PG) (in the format given in Appendix-2) @ 5% of the contract value** within 21 (Twenty one) days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 21(Twenty one) days and up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for delay beyond 21(Twenty one) days after the date of issuance of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issuance of LOA, the contract shall be terminated duly forfeiting the EMD (if deposited) and other dues, if any payable against that contract. In case the tenderer has not submitted Earnest Money Deposit on the strength of their registration as a startup recognised by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, MSME etc. or otherwise, the concerned Ministry shall be informed to this effect. The failed bidder/tenderer shall be debarred from participating in retender for that work and shall be banned from submission of bids in any Work/Service Tender issued by RLDA for a period of 12 months from the date of such banning done.
- (b) The successful bidder shall submit the **performance guarantee (PG) amounting to 5% of the contract value** in any of the following forms:
- i) Irrevocable Bank Guarantee.
 - ii) Deposit receipts, Pay orders, Demand Draft and Guarantee Bond. These forms of Performance guarantee could be either of the State Bank of India or of any of the Nationalized Banks.
 - iii) Guarantee Bonds executed or Deposits receipts tendered by all schedule Banks.
 - iv) Also FDR in favor of Rail Land Development Authority, New Delhi (Free from any encumbrance) may be accepted.
 - v) Online payment through NEFT, RTGS etc.
- (c) The performance guarantee shall be submitted by the successful bidder after the letter of acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days. The value of Performance Guarantee to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with RLDA, shall be returned to Contractor as per his request duly safeguarding the interest of RLDA. No interest will be payable on PG.
- (d) Performance Guarantee (PG) shall be released after physical completion of the contract based on "Completion Certificate" issued by the competent authority

stating that the contractor has completed the contract satisfactorily. The security deposit shall, however, be released only after passing the final bill based on "No claim certificate" from the contractor and receipt of certificate from the concerned officer as explained in para 6.0(B)(ii)(c) above.

- (e) Whenever the contract is rescinded the security deposit shall be forfeited and the Instrument of Performance Guarantee shall be en-cashed. No interest is payable on the PG.
- (f) RLDA shall not make a claim under the performance guarantee except for amounts to which the RLDA is entitled under the contract (Notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:-
 - (i) Failure by the contractor to extend the validity of the performance guarantee as described herein above, in the event RLDA may claim the full amount of the performance guarantee.
 - (ii) Failure by the contractor to pay RLDA any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 30 days of the service of notice to this effect by RLDA.

(D) Rights of RLDA to deal with Tenders:-

The authority for the acceptance of the tender will rest with the RLDA which does not bind itself to accept the lowest or any other tender nor does the RLDA undertake to assign reason for declining to consider or reject any particular tender or tenders.

3.0 SCOPE OF WORK

The work under the contract will cover all stages of accounting right from day to day elementary data entry to the finalization and compilation of annual accounts complete in all respect for audit by C&AG. The following shall be the scope of work:-

- a) Providing qualified and experienced outsourced staffs and one Chartered Accountant as defined in **Appendix-1**.
- b) To capture all data relating to all receipts and payments under appropriate heads of accounts on real time basis to facilitate compilation of accounts.
 - 1. Preparation of Annual Accounts, Preparation of Trial Balance, Balance Sheet Receipt and Payment Account and Income and Expenditure Account and Preparation of Bank Reconciliation Statement of Project Account
 - 2. Preparation of Accounts Preparation of Trial Balance Sheet Receipt and Payment Account and Income and Expenditure Account and Preparation of Bank Reconciliation Statement of Dean (R&C) Account.
 - 3. Preparation/Filing of Monthly/Quarterly/Half Yearly/Yearly Return of Income Tax.
 - 4. Preparation of TDS certificate Form 16/16A.
 - 5. Preparation of Fund Utilization Certificate.
 - 6. Preparation and finalization of accounts and timely preparation of Financial Statements and Financial Performance Indicators in accordance with applicable accounting standards issued by Institute of Chartered Accountants of India (ICAI) and guidelines.
 - 7. Day-to day cash and treasury management including cash forecasting.
 - 8. Preparation of Annual Budget Estimate/Revised Estimate and Final Budget Allotment.
 - 9. Data entry of bills/MRs/vouchers in Tally/Accounting Software at Head quarters on monthly basis.
 - 10. Building and strengthening of Internal Control and Auditing system and conducting various reconciliation procedure. Concurrent audit i.e scrutiny of each and every vouchers of RLDA.
 - 11. Preparation and maintenance of manual Cash/Bank Books on monthly basis.

12. Preparation of periodic Bank reconciliation statements.
13. Maintenance of statutory books of accounts, Fixed Asset Register and records.
14. Preparation and maintenance of Direct Tax (Income-Tax, TDS etc.) and related documents and records, preparation and filing of statutory returns with the respective authorities within time and regular compliance.
15. Maintenance and verification of TDS details.
16. Preparation ESI and Provident Fund statements and filing of returns.
17. Issuance of TDS certificates (Form 16 & 16A etc)
18. Assisting RLDA in various statutory audits i.e Annual Audit, Internal Audit, C&AG Audit etc. from time to time and implementing audit recommendations.
19. Preparation of MIS Reports such as statement of statutory deductions, Investment Reports, Budget Utilization Report, Budget Expenditure control Report, Revenue Trend Analysis and other necessary reports as required by RLDA.

3.1 Maintenance of Books of Accounts & Auditing

- i. The Agency shall be responsible for maintenance of Books of Accounts (Vouchers, Receipts, Bill Register, Cash/Bank Book, Ledgers, Deposit Register and other subsidiary books required for efficient Book-Keeping.
- ii. Timely preparation/submission of Consolidated Annual Statement of Accounts of RLDA in the standard format (as per statutory requirements)viz., Trial Balance, Income & Expenditure Accounts, Cash Flow Statements, Receipt & Payment Accounts, Balance Sheet etc as per the statutory and functional requirements.
- iii. Daily posting of entries relating to receipts and payments on Accounting software and periodic extraction/reporting of book sand accounts. RLDA is presently using Tally ERP for managing its accounts/salary/taxation related functions.
- iv. Reconciliation of RLDA Bank accounts. RLDA is presently maintain accounts with various banks. The number of bank accounts may increase/decrease as per functional requirement of the authority in future. Further, any other reconciliation as required for compliance purpose as well as to maintain desired level of internal control shall also be carried out.
- v. Coordination with C&AG/Internal Auditors and providing them with the related records and information pertaining to accounts. Timely preparation and submission of replies /comments of the inspection/Half Margin/Observation Memos/SAR etc., made by C&AG/Internal Auditors/for timely certification adoption of annual accounts of RLDA

3.2 Financial Management, Budgetary Control & Reporting:

- i. Preparation submission reporting of expenditure incurred and receipts accrual statements in the prescribed format, whenever required by the management.
- ii. Monitoring of Funds position in RLDA for appropriate parking of surplus funds, as per the prevalent practice being followed in RLDA.
- iii. Submission of comprehensive MIS reports as per the requirements from the existing financial statement.

3.3 Miscellaneous:

- a) To maintain systematic record of cheques books issued by different banks.
- b) To print cheques for making payments and maintain a manuscript register for watching the continuity.
- c) To maintain systematic records of daily paid vouchers.
- d) To comply statutory liabilities relating all Taxes and Cess except for GST. This will include deposition of Taxes and filing the Returns within the scheduled time.
- e) To provide expert opinion in matters of Accounting, if required.
- f) To co-ordinate with concerned Manager DGMs and JGMs of Finance and Accounts in discharging the duties.
- g) Any activity which is not covered in the list shall have to be executed if found to be

inevitable in the way of compilation and finalization of books of accounts.

3.4 Manpower supply, qualifications and composition. Providing qualified and experienced outsourced staffs and one Chartered Accountant as defined below:

Support Staff	Nos of staff	Minimum Qualification & experience	Desirable Experience
Sr. Accounts Executive	1	Bachelor's degree in Commerce with at least five years' post qualification experience in Accounts, Audit, Taxation and other related functions. The candidate must be Conversant/proficient in "ERP- Tally Accounting Software"	CA (Inter) /ICWAI (Inter) / Post graduate degree in Commerce. Persons having experience of working in a Government Organizations/ Public Undertakings/Statutory Bodies/ Autonomous Bodies will be given preference.
Accounts Executive	2	Bachelor's degree in Commerce with minimum three years' post qualification experience in Accounts, Audit, Taxation and other related functions. The candidate must be Conversant/proficient in "ERP- Tally Accounting Software"	MBA (Finance/Accounts). Persons having experience of working in a Government Organizations/Public Undertakings/ Statutory Bodies/ Autonomous Bodies will be given preference.
Chartered Accountant* (Part time)	1	Should be a qualified Chartered Accountant from Institute of Chartered Accountants' of India with at least ten years of post- qualification experience in Accounts, Auditing, Taxation, Banking (Funds Management) etc. in commercial organizations/Railways/ PSUs.	Master of Business Administration in Finance. Persons having experience of working with Government Organizations/Public Undertakings/Statutory Bodies/Autonomous Bodies.
Liaison Assistant	1	Should be 12th standard Pass with proper communication skill required for interaction with banks.	Should be conversant with location/areas of Delhi. Should have working knowledge of computers. Past experience of work is desirable.

Note: The Chartered Accountant shall be available for 15 days in a month.

- (i) Man-months indicated quantities above are tentative for 2 year and may change based on work requirements.
- (ii) Minimum commitment for each category of manpower shall remain one all the time or 12 man-month for the contract duration of 2 year.
- (iii) CA must have experience of preparation of Financial Statement/Annual Accounts as per Ind AS for Companies.
- (iv) The Firm shall, ensure that a Partner chartered accountant is available to RLDA to supervise and coordinate the operations of the personnel as and when required and to be responsible for liaison between the Firm and the RLDA.
- (v) The personal of the Firm shall wear all the time an identity card issued by the contractor containing staff particulars, viz, Name, Designation, Photo etc.

4.0 RLDA's Right to Vary Scope of Contract at the time of Award

- I. The RLDA may at any time during the period of Contract, by a written order given to the Bidder, make changes within the general scope of the Contract.
- II. The RLDA shall reserve the right, not to hire all services quoted by the Bidder in this Bid.

4.1 Mandatory Eligibility Criteria:

SN	Parameter	Pre- qualification Criteria Description	Evidence /Supporting Documents required
1.	Legal Entity/ Registration of Firm Firm's existence after Registration	The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and must have TAN, PAN, EPF, ESIC and GST Registration/certificates etc. The Firm should have been operational for at least 10 years after its registration as on 31st March, 2023.	ICAI Registration Certificate, TAN, PAN, EPF, ESIC and GST Registration Certificates. As per certificate issued by ICAI (Proof of Registration Number)
2.	C & AG Empanelment	The Firm should be empaneled with the Comptroller and Auditor General of India (C&AG) of India.	Empanelment/Registration Certificate with C&AG of India.
3.	Professional Strength	The Firm should have minimum 10 Nos. of Chartered Accountants (including partners) in the Firm as per ICAI Constitution Certificate as on bid date. Out of the aforesaid 10 Nos of CAs (including partners) the Firm should have at least Three (3) Full Time Partners and at least two (2) of them must be Fellow Chartered Accountants as per ICAI Constitution Certificate as on bid date.	As per certificate issued by ICAI (Proof of Registration Number) along with partnership deed.
4.	Location	The perspective CA Firm bidding for the Tender must have its office in Delhi/NCR.	Latest Firm Card issued by ICAI (Proof of Registration Number).
5.	Bidder's Turnover	The Bidder must have an average annual turnover of minimum – Rs.1.5 Crore (One crore Fifty lakhs) during the last 3 (closed and audited) Financial Years ending 31st March, 2022 in respect of providing professional services in finance, accounts and audit related work.	Audited Financial Statements/P&L Account and Balance Sheet of the Firm for the last three Financial Years (FY. 2019-20, 2020-21 and 2021-22) showing clearly the turnover in Tender Form-4 (B) in respect of providing professional services in finance, accounts and audit related work.
6.	Bidder's Experience	The Firm entity should have experience of conducting statutory/ Internal/ Concurrent Audit assignment and handling accounting and financial management services of at least 3 (three) Public Sector Undertaking/ Autonomous Body/ Statutory Bodies & Government Organization etc. in the last 05 years.	Documentary proof, work orders, client certificates/ completion certificates of respective PSU, Undertaking/Autonomous Body/ Statutory Bodies, Government Organization for whom work has been executed to be submitted in Tender Form-4 (A)
7	Forfeiture	The Firm should not have been issued a notice for failure to submit deliverables and cancellation of work order/forfeiture of EMD etc. by any Government/semi-Government/Autonomous entities.	A self-declaration is to be submitted on the letter head of the firm (Annexure-B).

8.	Blacklisting	Should not have been barred/black listed from appointment by any government and/or semi government entities.	A self-declaration is to be submitted on the letter head of the firm (Annexure-C).
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4.2 Desirable Eligibility Criteria:

1.	Qualifications	Number of Full-time partners/full time qualified persons having DISA/CISA/DISSA qualifications.	As per certificate issued by ICAI (Proof of Registration Number
2.	RBI Category-1 Firm	The firm having RBI category 1 firm certificate.	Proof of RBI category 1 Firm
3.	Peer Review experience	The firm should have valid Peer Review Certificate.	Certificate issued by Peer Review Board of ICAI.

Declaration on Blacklist:- The Bidder should not be banned from carrying out business either with the entire Central Government of India Ministries / Departments/PSUs or any Autonomous/Statutory Institutions at the time of the submission of the bid. A similar ban subsequent to the submission of the Bid, but before the award of the Contract shall also disqualify the Bidder.

A certificate/ undertaking in this regard on company's letter head duly signed by the authorized signatory needs to be submitted with Bid document.

4.3 Schedule of e-bidding Process

The important dates for the Bidding Process are as follows, subject to changes, if any, which will be advised through addendums/amendments:

S.No.	Event Description	Dates(s)
1	Commencement of downloading of Document	10.10.2023 from 18:00 Hrs.
2	Last Date of downloading of e-bid document for participation/submission of e-bid (the "Bid Submission Date")	09.11.2023 upto 14:00 Hrs.
3	Last date of submission of e-bid online	09.11.2023 upto 15:00 Hrs.
4	Opening of e-bids.	09.11.2023 at 15:30 Hrs.
Note: In case the tender opening day is declared a holiday, then the tender will be opened on the next working day at the same time & place.		

Note: Bids shall be submitted through e-tendering mode only. No other mode shall be accepted.

4.4 Address for Communication: All notices related to this Bid including clarifications Amendments /Addendums to the Bid document shall be available on www.tenderwizard.in/RLDA.

4.5 Interested Bidders may obtain further information from: JGM/F&A, RLDA e-mail jgmf@rlda.railnet.gov.in. Tel: (011) 23232854(Ext-118)

4.6 All communications should contain the following information on the envelop at the top in bold letters:

"Outsourcing of Support Services at RLDA office for Accounting Works.....etc."

The address for Correspondence shall be Dy. General Manager/F&A, Rail Land Development Authority, Unit No.702-B,7th Floor, Konnectus Tower-II, DMRC Building, Ajmeri Gate, New Delhi-110002

4.7 Bid Submission and Opening:- The Bidders shall submit their e-bids, duly digitally signed, on line in two covers at e-procurement portal i.e. www.tenderwizard.in/RLDA in the following manner:-

4.8 Technical Eligibility Proposal:- The following Tender documents should be submitted online in Cover-1 on or before the due date/time as per Schedule of e-bidding Process with Tender processing fee to be paid online using the e-payment gateway to ITI Limited through the e-procurement portal.

- (I) Detailed credentials as per the requirement of eligibility criteria and all Tender documents are to be uploaded online with digital signature on www.tenderwizard.in/RLDA.
- (II) Duly filled up and digitally signed checklist of documents as per format;
- (III) Duly digitally signed Documents required to establish that the Bidder does not have a conflict of interest;

4.9 Financial Proposal:- The financial proposals complete in all respect in Tender Form 6 etc., along with check list in separate cover (Cover-2) to be uploaded online with digital signature on www.tenderwizard.in/RLDA.

4.10 The Financial Proposals shall be opened if found to be technically qualified in Technical Evaluation. The date of opening of Financial Bids will be decided by RLDA and all eligible Bidders shall be informed through e-procurement portal.

5.0 Criteria for Evaluation of Bids

5.1 QCBS method of selection of Bidder will be implemented. The evaluation will be done in 2 phases by the Tender Committee (TC) setup by RLDA.

5.2 To meet the RLDA's requirements, as spelt out in the Bid Document, the successful Bidder must have the requisite the technical know-how, and the financial ability that would be required to provide the Services sought for by the RLDA during the entire period of the Contract. The evaluation process of the Bid proposed to be adopted by the RLDA is indicated below so as to provide the Bidders an idea of the evaluation process that the RLDA shall adopt. RLDA may seek specific clarifications from any or all Bidders any time during the process of evaluation.

6.0 Phase I: Evaluation of Technical Bids

6.1 Evaluation of Technical bid will be done in the first stage to examine the requisite eligibility criteria. A detailed evaluation will be carried out by the RLDA. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements defined under clause 4.1 in respect of Mandatory Eligibility Criteria. If required, RLDA may seek specific clarifications from any or all Bidder(s) at this stage. The RLDA shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Technical Bids which meet the criteria will be eligible for consideration in the subsequent rounds.

6.2 The Committee while evaluating the Technical Proposals will have no access to the Financial Proposals as the Financial Bids shall be opened only after completion of Technical Evaluation and acceptance of the recommendations for opening of Financial Bids.

6.3 The qualification of the Bidder and the evaluation criteria for the Technical Proposal is defined in clause 7.0. Each responsive proposal will be given a Technical Score as per the parameters defined in clause 7.0 below.

6.4 The criteria, parameters and point system for the detailed evaluation of Technical Proposals of the Bidders shall be as follows:-

7.0 PARAMETERS FOR EVALUATION OF TECHNICAL BID

Technical Parameter			
Sr. No.	Parameters	Maximum Marks	Criteria
1	Firm Establishment, No of years of practicing in India as on 31.03.2023.	20	Ten marks for 10 years of establishment. Two additional marks for each additional completed year.
2(a)	The Firm should be empaneled with the Comptroller and Auditor General of India (C&AG) of India.	5	Five Marks on submission of certificate.
2(b)	The firm should be RBI category 1 firm.	5	Five Marks on submission of certificate.
2(c)	The firm should have valid Peer Review Certificate	5	Five Marks on submission of certificate.
3	The Firm entity should have experience of conducting statutory/ Internal/ Concurrent Audit assignment and handling accounting and financial management services of at least 3 (three) Public Sector Undertaking/ Autonomous Bodies/ Statutory Bodies & Government Organizations etc in last Five years.	20	Ten marks for having experience in conducting statutory/ Internal/ Concurrent Audit assignment and handling accounting and financial management services of at least 3 Public Sector Undertaking/ Autonomous Body/ Statutory Bodies & Government Organization etc. in the last Five years. Two marks for each additional assignment.
4	Having average Professional Receipts Turnover of more than Rs. 1.5 Cr/- (Rupees One Crore Fifty Lacs) or above in the last 3 (Three) Financial Years 2019-2020, 2020-2021, 2021-2022.	20	Ten marks for minimum turnover of Rs 1.5 Cr during last three financial years. Two marks for each additional turnover of Rs 25 Lakhs.
5	The firm should have at least Ten partners with relevant qualification i.e. Chartered Accountants. The professionals should have requisite experience in accounting services.	15	Ten marks for minimum 10 partners. One mark for each additional partners
6	Number of Full-time partners/full time qualified persons having DISA/CISA/DISSA qualifications	10	Two marks each for each full time partner/full-time qualified person having DISA/ CISA/ DISSA certificate.

Note: - Documentary evidence for the each parameter should be enclosed with technical bid. Bids securing a minimum of 70 Marks in the Technical evaluation will be considered for opening of Financial Bid.

7.1 Shortlisting of Bidders

The bidders shall be considered qualified only if they score 70% in the Technical Evaluation for opening of Financial Bids.

7.2 After the technical evaluation as above, the bidders scoring 70% or more shall be positioned as T1, T2, T3 and so on in order of their highest marks secured. After the Technical Evaluation the Financial Bids of the qualified bidders shall be opened. **(T= Score of Technical Evaluation)**

7.3 After the opening of Financial Bids, the Financial Bids will be ranked from lowest to highest and designated as L1, L2, L3 and so on respectively. **(F = amount of Financial Bid).**

- 7.4** For financial evaluation, the total cost indicated in the Financial Bid will be considered.
- 7.5** Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services.
- 7.6** Each of the Financial Bids (i.e., L1, L2, L3 and so on) will be assigned a Financial score (SF). The lowest Financial Bid (L1) will be given a financial score (SF) of 30 points. The financial scores of other Bids will be computed as follows:
SF of L1 = 30
SF of L2 = 30 x L1/L2
SF of L3 = 30 x L1/L3 and so on...

- 7.7 Combined Techno-Financial Evaluation (QCBS):** The Combined Technical (ST) and Financial (SF) scores will be computed as follows:

$$S = ST + SF$$

Where S is the Combined Score. The Bidder scoring the highest Score shall be designated as **H1**.

8.0 Selection of Bidder

- 8.1** The Selected Bidder (scoring the highest Combined Score) shall be the first ranked Bidder H1. The Bidder selected through the above process will be given Letter of Acceptance (LOA) for execution of the Agreement.

8.2 RLDA's Right to Accept Any Bid and to Reject Any or All Bids

- 8.3** RLDA reserves the right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RLDA's action.

- 8.4** The Authority shall annul the Bidding Process in case the first ranked Bidder withdraws, or fails to comply the requirements specified in this RFP.

- 8.5 Tie –Breaking Clause:** In the event of two or more Bidder(s) obtaining equal marks in overall marks obtained, the Bidder(s) who have higher technical score will be finally awarded the contract. However, incase technical score is also equal then the Bidder(s) having higher financial capacity shall be awarded the contract.

8.6 Execution of Contract Documents:

The successful Bidder(s) shall be required to execute an agreement with the RLDA for carrying out the work according to Scope of work, Special Conditions/Specifications annexed with this tender. The Bidder whose tender is accepted will be required to appear at the office of the DGM/Tender, RLDA, New Delhi-110002 in person or in case of firm or corporation a duly authorized representative by way of Power of Attorney, shall appear to execute the contract documents within 15 days of submission of Performance Security or within the time as extended by the RLDA due to administrative reasons. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case punitive action as mentioned in Clause 2.4 (iv) shall be taken without prejudice to any other right or remedies.

8.7 Contract Period:

The period of contract will be 24 months from the date of Issue of the Letter of Acceptance/ execution of agreement with RLDA. The contract may be extended for further period of 01 Year (12 months). Two such extensions can be given for a period of 6 months each at the discretion of RLDA and with the consent of the Agency on the same rates, terms and conditions depending on the satisfactory performance of the Agency. Subletting of contract is not allowed.

TENDER FORM-1**(1) CHECKLIST FOR e-bids: FOR ELIGIBILITY PROPOSAL**

Requirement	Complied with (Yes /No)
The Proposal and all related correspondence and documents in relation to the Bidding Process are in English Language.	
Supporting documents and printed literature furnished with the Proposal in any other language are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder.	
We have read and made ourselves well conversant with the provisions/information's contained tender document viz, Terms of references, General Conditions, Special conditions etc. and we affirm to abide by the same.	
All the attached Files / Information duly digitally signed by the authorized signatory.	

(2)

S. No.	Document / enclosure for Uploading	Uploaded (Yes / No / Not Applicable)
1	Bid Document fee of Rs. _____ (Rupees Only) has been deposited on line in terms of clause (i) of ITB.	

(3)

S.No.	Document/enclosure	Document Uploaded (Yes/No/ NA)	Hard copy submitted / detail	Total No. of Pages
2	Earnest Money in prescribed E- form./ Payment			
3	Complete tender documents duly Digitally signed by the Bidder(s).			
4	Authentic documents in support of his/their credentials with reference to eligibility criteria.			
5	Permanent Account Number (PAN) issued by income tax department.			
6	Copy of Service Tax /GST Registration Number			
7	Copy of empanelment by CAG.			

8	List of earlier executed contracts alongwith at least one completion certificate from the deptt. Concerned.			
9	Audited Annual financial Statement/ certified copy of income tax return for thelast 03 years.			
10	Tender form 2 filled and submitted.			
11	Tender form 3 filled and submitted.			
12	Tender form 4A & 4B filled and submitted.			
13	Tender form 5 filled and submitted.			
14	Tender form 6 Financial Bid to be submitted in separate cover-2.		Not Applicable	
15	Copy of valid registrations under MSME Act (if applicable)			

Note: Tender form 6 (financial offer not required to be submitted in hard copy. Financial offer to be quoted/ filled and uploaded online only.

To Be Submitted On the Letter Head of the Agency

To,
The Vice Chairman,
Rail Land Development Authority (RLDA)
New Delhi

Sub:- Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.

- (1) I/We,___have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for RLDA, New Delhi at the rates quoted in the attached schedule and hereby bind myself/ourselves provide services in all respect for **24 Months** from the date of issue of Letter of Acceptance of the tender/execution of contract agreement.
- (2) I/We also hereby agree to abide by the Conditions of Contract stipulated in Tender Documents and to carry out the work accordingly.
- (3) Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
- (4) I undertake to declare that information, documents furnished along with instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete, I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

Signature of Witness :-----

Date

Signature of the Bidder(s)

Address of the Bidder(s)

TENDER FORM-3

On the Letter Head of the Agency
FORMAT FOR SUBMITTING DETAILS OF BIDDER/AGENCY

S.N.	Details	Details (Supporting Document must be attached)
1	Name of Chartered Accountant Firm	
2	Name of Proprietor/ Partner/ Designated Partner(s)	
3	Names of Full Time Chartered Accountant Employees	
4	Address of the Head Office in Delhi/NCR	
4(A)	Address of Branch (if any)	
5	Contact No & Email Id	
6	Name and contact details of the Person(s) who is to be contacted as co-ordinator	
7	PAN No of the Firm	
8	GST No. of the Firm	
9	ICAI Registration No.	
10	Date of constitution /Registration of the firm	
11	C&AG Empanelment No.	
12	Firm Experience is in Statutory /Internal /Concurrent Audit and other accounting work of any Govt. Companies Autonomous body,(Appointment letters to be attached)	
13	Turnover of the Firm for last three years (2019- 20,2020-21,& 2021-22) as per Audited Financial Statement	
14	Whether the Firm has signed each and every page of Tender and submitted the same with their Technical Bid as an acceptance of all the Terms & Conditions contained in the tender document.	
15	Any other information, if necessary.	

I/we hereby declare that the information furnished above is correct and no fact has been concealed. I will wholly responsible in case any discrepancy is found at any later stage.

I also undertake to declare that information, documents furnished alongwith instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete,I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

Date:

Signature with Seal of Authorized Signatory

Place:

Note: All the documents being furnished must be self-attested as “True Copy”, with official seal and signatures of the Authorised person.

TENDER FORM-4(A)**On the Letter Head of the Agency****Details of Technical / Financial Eligibility**

SN.	Name of the Work awarded to the bidder	Name of the client	Year	Work Completed/in Progress	Gross Value of Work	Certificate From Client Enclosed Yes/No

The certificate from the clients/authority at which the work was done/undergoing should invariable be enclosed for each of the work listed above.

I hereby declare that the information furnished above is correct and no fact has been concealed. I will be wholly responsible in case any discrepancy is found at any later stage.

I also undertake to declare that information, documents furnished alongwith instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete, I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

(Signature of Authorized signatory of Agency)

Name/Designation

Office Stamp:

Certified that above information Furnished by the Agency is correct.

Counter signed

(Chartered Accountant /Statutory Auditor)

Tender Form-4(B)**On the Letter Head of the Agency**

Name of Work: Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.

Details of Financial Eligibility of the Firm.

SN.	Financial Year	Annual Gross Receipts/ Turnover	Audited Balance Sheet Enclosed in support. Yes/No
1	2020-21		
2	2021-22		
3	2022-23		

The certificate from the clients/ authority at which the work was done/ undergoing should invariable be enclosed for each of the work listed above.

I hereby declare that the information furnished above is correct and no fact has been concealed. I will be wholly responsible in case any discrepancy is found at any later stage.

I also undertake to declare that information, documents furnished along with instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete, I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

(Signature of Authorized signatory of Agency)

Name/Designation

Office Stamp

Certified that, above Information Furnished by the Agency is correct.

Counter signed
(Chartered Accountant / Statutory Auditor)

Tender Form-5

On the Letter Head of the Agency

STATEMENT OF LEGAL CAPACITY

Date:

To,

The Vice Chairman,
Rail Land Development Authority (RLDA)
New Delhi

Sub:- Outsourcin of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.

Dear Sir,

I/We hereby confirm that I/we are permitted to Bid and execute the work(s), if selected, asper the object of business of our charter / registration / incorporation documents, satisfy the terms and conditions laid out in the tender Documents and that we are not otherwise debarred from bidding for this work(s) by any provision of Applicable Laws.”

I/We have agreed and have been duly authorized to submit the Bid Documents. Further, the authorized signatory is vested with requisites power to furnish such letter and authenticate the same.

(Signatory name and designation of the authorized

signatory)For and on behalf of _____

Designation:
Office Stamp:

Digitally Signed

TENDER FORM-6

Financial Offer

(Not to be submitted physically, this form and its sub forms are to be submitted online only)

To,

The Vice Chairman,
Rail Land Development Authority (RLDA)
New Delhi

Name of work: Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS etc as defined in the scope of work.

Item Rate BOQ

(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to fill the bidder's name, rates and values only.)

Support Staff	No of staff	Qty	Units Man month	Monthly Rates quoted without Taxes (in Figures)	Monthly Rates quoted without Taxes (in words)	Total amount for 2 years (in Figures)	Total amount for 2 years (in Words)
Chartered Accountant (part time)	1 (for 15 days in a month)	24	Man Month				
Sr Accounts Executive	1	24	Man Month				
Accounts Assistant	2	24	Man Month				
Liaison Assistant	1	24	Man Month				

Notes:

1. Man-months indicated quantities above are tentative for 2 years and may change based on work requirement. However, any variation in manpower shall be paid on offered rates under above categories.
2. No additional man days shall be payable for the work carried out at the back office, if any.
3. In case of any discrepancy between the two the rates mentioned in Words will be considered for the purpose of evaluation.

Digitally Signed

TENDER FORM-6 A

Financial Bid Letter
(To be submitted online only along with Financial Bid)

To
The Vice Chairman,
Rail Land Development Authority (RLDA)
New Delhi.

Dear Sir/Madam,

Name of work: Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS etc as defined in the scope of work.

I/ We offer to provide the above mentioned services in accordance with your Request for Proposal No. _____ dated _____. I /We am/are hereby submitting our Financial Proposal as per packets mentioned in the RFP.

I /We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date: _____

CERTIFICATE TO BE GIVEN BY THE BIDDER

I/We certify ----- that I/We have checked this downloaded bid documents along with application form with the bid documents available online at www.rlda.indianrailways.gov.in and there is no discrepancy/variation/printing mistake and it is further certified that no alteration/modification has been made in the bid documents and the application for

I/We accept that the entire responsibility of ensuring that this application form along with other documents is as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of RLDA Administration will be final and binding on me/us.

Date:

Place

Signature of Bidder

(With name & address)

NOT FOR BIDDING WITHOUT PAYMENT

To be submitted on the Letter Head of the Agency

To,

The Vice Chairman,
Rail Land Development Authority (RLDA)
New Delhi

Sub:- Declaration relating to non-termination of contract due to failure.

Dear Sir,

I/We hereby confirm that I/we have never been issued any notice for failure to perform or submit deliverables or termination notice or even cancellation of work order or forfeiture of earnest money or security deposit by any Government, semi-Government/Autonomous Authorities.

I /we hereby declare that the information furnished above is correct and no fact has been concealed. I will wholly responsible in case any discrepancy is found at any later stage. I/we also undertake to declare that information, documents furnished alongwith instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete, I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

(Signatory name and designation of the
authorized signatory) For and on behalf of .

Designation:
Office Stamp:

To be submitted on the Letter Head of the Agency

To,
The Vice Chairman,
Rail Land Development,
Authority (RLDA)New Delhi

Sub:- Declaration relating to non-blacklisting of the Firm.

Dear Sir,

I/We hereby confirm that I/we have never been barred from appointment or blacklisted by any Government, semi-Government/Autonomous Authorities in the past.

I /we hereby declare that the information furnished above is correct and no fact has been concealed. I will wholly responsible in case any discrepancy is found at any later stage.

I/we also undertake to declare that information, documents furnished alongwith instant Tender is not incorrect, incomplete and false. At any stage, if it is found false, incorrect, incomplete,I shall be liable to be banned for 5 (five) years by the Authority of RLDA besides other contractual and legal action.

(Signatory name and designation of the
authorized signatory)For and on behalf of .

Designation:
Office Stamp:

Digitally Signed

Contract Agreement Form

This AGREEMENT for “**Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS**”. (Hereinafter called the “**Job**”) made on day of ____, 2023 at New Delhi.

by and between

M/s _____, hereinafter called the “**AGENCY**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part

and

The Rail Land Development Authority hereinafter called “**RLDA**” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

RLDA and Agency shall hereinafter individually be referred to as such or “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. RLDA is a statutory authority constituted under the Railways (Amendment) Act, 2005 with the obligation, inter alia for development of railway land for commercial use, entrusted to it by the Central Government) (Ministry of Railways for the purpose of generating revenue through non-tariff measures.
- B. RLDA being desirous of for execution of Job (Scope of work) enumerated or referred to in Tender No: (hereinafter referred to as “**Tender Document**”), intend to conduct a competitive Tendering process by inviting proposal for eligibility and financial separately in the form of Tender for short listing of Tenderer to undertake the Job, on the terms and conditions specified herein.
- C. The AGENCY has examined the Job specified in Tender Document of RLDA and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job requirement and local conditions, the nature and magnitude of the Job, the availability of manpower necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matter and thing referred to, or implied in Tender Document or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference’s to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have insisted him in making his proposal.
- D. After evaluation of the proposals so received, RLDA have accepted the proposal of AGENCY as service charges for ₹ _____ for “**Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS** ” **for a period of 24 months** in conformity with the requirements of specifications as provided in the Tender Document and issued its Letter of Acceptance

No. _____ (the "LOA")
dated _____ to the AGENCY.

- E. The AGENCY has agreed with RLDA for the provision and the execution of the said Job at the values stated in Tender Document, the letter of Acceptance (LOA) including Completion Schedule of Job upon the terms and subject to the conditions of Agreement.
- F. The Tender Document, LOA including Completion Schedule of Job form integral parts of this agreement though separately set out herein and are included in the expression Agreement wherever herein used.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in Tender Document and LOA. The recitals and Annexure to this Agreement form and integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
2. In consideration of the payment to be made to the AGENCY for the Job to be executed by him the AGENCY hereby covenants with RLDA that the AGENCY shall and will duly provide, execute and complete the said Job and shall not perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
3. In consideration of the due provision execution and completion of the said Job, RLDA does hereby agree with the Agreement that RLDA will pay to the AGENCY the amounts for the Job actually done by him and approved by RLDA at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed there presents on the day and the year.

Signed and Delivered for
and on behalf of RLDA

Signed and Delivered for
and on behalf of M/s

Date:
Place

Date:

IN PRESENCE OF TWO WITNESS

1. _____

2. _____

TERMS OF REFERENCES.

A. **Obligations & Responsibilities**

1. OBLIGATIONS OF THE AGENCY

- a) The Agency shall provide “Outsourcing of Support Services at RLDA office for Accounting Works including Book-Keeping, compilation of Annual Accounts, discharging of all statutory liabilities relating to Taxes and Cess (except GST) and preparation of various types of Reports relating to MIS.” for the consideration and upon the terms and conditions herein provided.
- b) The Agency shall supply required number of manpower as prescribed in the Tender document **Appendix-1** to carry out the work to the complete satisfaction of RLDA. The manpower cannot be changed by the Agency on its own. Any replacement will have to be with the consent of RLDA.
- c) The Agency shall provide RLDA the required Staff during working days from Monday to Saturday from 9.30 am to 6.00 pm, except National holiday & Gazetted Holiday. The staff can be called to attend office even on Sunday /National Holiday, if needed.
- d) Manpower deployed by the Agency may also be required to work after office hours for which no extra payment will be made to the Agency. Also, no payment for extra hours will be made by the RLDA in case the staff are utilized in the office of RLDA after 19.00 hrs.
- e) The Agency shall provide the name and address of the Manpower engaged and also submit a satisfactory medical report of each such person deployed, duly certified by any of the CGHS/ESIC/Government empaneled hospitals or any medical Practitioner (MBBS) showing that the Manpower engaged has no communicable or contagious diseases. The Agency shall ensure that such medical reports are submitted to RLDA before the engagement of Manpower every year. In case, the Manpower deployed by the Agency is found to be suffering from any disease which renders him unsuitable for the job they should be immediately replaced.
- f) The attendance rolls for the Manpower deployed by the Agency at the premises of RLDA shall be provided by the Agency and it shall be monitored by the Finance Department on daily basis.
- g) The outsourced staff deployed by the Agency shall be entitled for 1(one) leave in a calendar month. The leave can be availed by the outsourced manpower with the written permission of controlling officer i.e JGM/F&A. However, if the leave is more than three days at a stretch, the Agency, will be liable to invariably provide suitable replacement vice the absenting manpower only for the said leave period.
- h) The **Agency shall issue identity cards** bearing their photographs to all the Outsourced Manpower deployed in RLDA at its **own cost**.
- i) The Agency shall ensure that complete confidentiality is maintained by it and by all deployed personnel, with regard to all information relating to RLDA, its premises, clients, business, assets, affairs and employees and that neither the Agency nor its persons will at any time divulge or make know to any third parties any trust, accounts, matters or transactions whatsoever pertaining to RLDA and its associate entities which may in any way come to their knowledge or attention.
- j) The Agency alone shall have the right to take disciplinary action against the outsourced Manpower deployed in RLDA. RLDA shall, under no circumstances, be deemed or treated as the employer in respect of any outsourced Housekeeping Manpower deployed in RLDA by the Agency for any purpose whatsoever nor would RLDA be liable for any claim whatsoever of any such person.
- k) The Agency shall ensure that the Manpower deployed in RLDA maintain absolute integrity and devotion to duty and conduct themselves in a manner conducive to the best interests, credits and prestige of RLDA.

- l) The Agency shall not sublet or appoint any sub-contractor to carry out their obligations under the contract in any manner.

2. RESPONSIBILITIES OF RLDA

RLDA will examine the eligibility of the staff/ manpower in accordance to terms and condition of the contract provided by the Agency in the manner as provided below. RLDA shall also maintain attendance record in respect of Manpower deployed by the Agency. Other penalties not specified, will be decided by the Competent Authority of RLDA. The Outsource staff shall be entitled one leave in a calendar month. The leave can be accumulated but have to be availed during the same calendar year with the permission of controlling officer and under written intimation to JGM/F&A/RLDA. These leaves cannot be carry forward to the next calendar year, No encashment of leave shall be allowed.

RLDA may seek replacement of the manpower if the integrity of any of the staff is found to be doubtful. The Agency will have to provide a suitable substitute within 24 hours.

The Agency cannot, on its own, replace any manpower without the written consent RLDA

- i. Entry relating to Accounting work by the staff will be monitored by the Chartered Accountant every day.
- ii. Ensure that all equipment of such as computers and printers are maintained in perfect working condition.
- iii. Age criteria maximum 65 (sixty five) years to all outsourced manpower.

3. PENALTY

Penalty of an amount of Rs. 500/- to Rs. 2000/- depending on the nature of unsatisfactory service will be deducted from the due amount from the monthly bill in the following shortfall/failure:

- i. Unauthorized Absence of staff- Rs 500/- per day per person.
- ii. Any undisciplined behavior by the staff –Rs 1000/- per case.
- iii. Failure in compliance of target date related to making payment/depositing tax/ filing returns etc., -Rs 2000/- per case.

GENERAL CONDITIONS OF CONTRACT

Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. **"RLDA"** means the Rail Land Development Authority.
2. The **"Agency"** means the selected bidder or the Firm or the company to whom the contract has been awarded
3. **"Applicable Law"** means the laws and any other instruments having the force of law of the land, as enforced and in force from time to time.
4. **"Accounting"** means keeping and preparation of the financial records of the RLDA's organization in accordance with the laid down standards and procedure, the analysis, verification and reporting of such records.
5. **"Accounting Function"** shall include but not limited to preparations of bills/vouchers of financial transactions, recording of transactions in subsidiary book(s), preparation of journals chronologically, posting of journals into ledger chronologically and in a classified manner, reconciliation of various books of accounts, preparation of trial balance at the end of each month, recording adjustment entries in timely manner and preparation of adjusted trial balance, closing all nominal accounts and transferring them to financial statements and preparation of financial Statements, i.e. the Balance Sheet, the Income and Expenditure Account and the Receipt and Payment Account.
6. **"Bidder"** means any private or public entity that will provide the Services to the RLDA under the Contract.
7. **"Contract"** means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure of this RFP.
8. **"Contract Price"** means the price to be paid for the performance of the Services.
9. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant.
10. **"GC"** mean General Conditions of Contract.
11. **"Government"** means Central Government Ministries.
12. **"Party"** means the RLDA or the Bidder, as the case may be, and "Parties" means both.
13. **"Personnel"** means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
14. **"Services"** means the work to be performed by the Bidder pursuant to this Contract
15. **"Proposal/ Bid"** means the Technical Proposal and Financial Proposal submitted by the Bidder.
16. **"Technical Proposal/ Bid"** means the proposal submitted as per clause 4.8 of Instructions To Bidders (ITB) in RFP.
17. **"Financial Proposal/Bid"** means the means the proposal submitted by Bidder as per clause 4.9 of Instructions To Bidders (ITB) in RFP.

GENERAL CONDITIONS - Applicability :

1. General Conditions, Special Conditions, Modalities and Conditions for supply of outsourced manpower. In case of any difference in interpretations in clauses/paras of different/section of this Tender Document, the order of procedure will be as under:
 - (a) Instruction To Bidder & Tender Form
 - (b) General conditions
 - (c) Special conditions
 - (d) Terms of References

- 1) Any special condition stated by the Bidder(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the RLDA.
- 2) The Agency should be aware that services similar to those covered by this Agreement are being or may hereafter be rendered in the premises by other Agencies also and the Agency will not, at any time, object to or interfere in any manner with rendering of such services by other Agencies.
- 3) The deployment of Outsource Services of Manpower or other activities carried out by the Agency in RLDA will be on outsourcing basis and will purely on contract. The Outsource Manpower deployed by the Agency will not be treated as the employees of the RLDA, and liabilities on the account of said Outsource Manpower will be that of the Agency. The personnel so deployed by the Agency in the office of RLDA shall not have any claim to any allowances, facilities, perquisites or regular employment in RLDA.
- 4) Should a Bidder(s) find discrepancy in or omission in the tender form or should be in doubt as to their meanings, he/they should at once, notify the officer inviting the tender who may or may not send written clarifications to all the Bidders. It should be understood that full Endeavour has been made to avoid any error which can naturally affect the basis of the tender and the successful Bidder(s) shall take upon himself / themselves and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 5) Before submitting the tender, the Bidder(s) will be deemed to have satisfied themselves by actual inspection of the office of the RLDA and its premises and conditions likely to be encountered during the execution of the works. It is understood that Bidder(s) have taken into account all factors connected with the contract and the rates they offer for the work are adequate and all inclusive. The terms and conditions shall remain unchanged during the period of contract. Conditional offers will not be considered.

2. Recovery for Damage/Theft/Loss During The period of Contract:

In case it is established that damage to property / theft / loss has been caused to RLDA during the period of contract due to lapse / negligence of the staff deployed by the Agency, the Agency shall be liable to make good the loss / theft / damage. The decision of RLDA on the amount to be made good shall be final and binding on the Agency.

3. Errors, Omissions and Discrepancies

The Bidder(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the RLDA without delay. In case of any Contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

4. Deduction for Income Tax

The RLDA will deduct income tax from each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recovered while making payment to the Agency. The settlement of income tax should be made with the Income Tax authorities.

5. Taxes and Royalties

All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Agency(s) to the government or public body or local authority and no

additional amount will be paid or claim entertained on this account by the RLDA except GST. All taxes such as Income Tax and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The agency shall be fully responsible for payments of all such taxes without any liability towards RLDA, Administration.

6. Contract Period :

The period of contract will be 24 months from the date of Issue of Letter of Acceptance / execution of contract agreement. The contract may be extended for further period of 12 months at the discretion of RLDA and with the consent of the Agency, on the same rate, terms and conditions depending on the satisfactory performance of the Agency. Two such extensions of 6 months each can be given for additional period of 12months.

7. Maintenance Period: No maintenance period required.

8. Adherence to Labour Laws & Other Regulations & Statutory Provisions.

1. The agency shall ensure compliance of Payment of Minimum Wages Act to his deployed manpower.
2. No extra payment shall be made due to increase in any inflation other than minimum wages rate.
3. No other PVC Clause shall be applicable for this Contract.
4. Other relevant laws and acts of Central & State Government will be applicable and will be adhered to by Agency.
5. Workmen's Compensation Act 1923 will be applicable and will be borne by the agency.

9. Jurisdiction of Courts:

The parties hereby irrevocably consent to the sole Jurisdiction of the Courts of Delhi in connection with any action(s) or proceedings arising out or in relation to this Agreement.

10. Dispute Resolution

- (a) The parties to use their best efforts for resolving the dispute promptly, equitably and good fair and further itself provide each other with reasonable access during normal business hour to all non-privilege records, information and data pertaining to the dispute.
- (b) In the event of any dispute between the parties that is not settle mutually, either party may call upon the Vice Chairman of RLDA with a request that the dispute shall be referred to conciliation committee. The committee shall be fully empowered to deal with all aspects of such references including withdrawal, compromise or settlement of such dispute or any part thereof.

If the dispute is not resolved or settled by the conciliation committee within 60days or pass any decision, the party aggrieved may demand for arbitration from Vice Chairman of RLDA within 10 days after expiry of 60 days or date of passing any decision as the case may be. The Vice Chairman of RLDA will thereafter please to appoint the arbitrator from the panel of RLDA who will be sole or more than one, will be decided by the VC. The arbitrator(s) will be retired Railway Officer(s) not below the rank of Senior Administrative Grade. If both parties agree subsequent to dispute, serving Railway Officers, not below the rank of Junior Administrative Grade, could be appointed to adjudicate the dispute in terms of agreement and that of Arbitration and Conciliation Act

1996 amended time to time.

- (c) Excepted Matters: - All agreed terms in the agreement shall be deemed Excepted Matters which are not arbitable and shall stand specifically excluded from the purview of the arbitration clause.
- (d) The demand for arbitration shall specify the matters which are in question, or the subject of the dispute as also the amount of total and item wise claim. Only such dispute, in respect of which the demand has been made together with the counter claims or set off given by RLDA, shall be referred to arbitration and other matters shall not be included in the reference. No new claim shall be added during the proceedings by the either party. However a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by the Arbitrator having the due regard to the delay in making it.

11. Force Majeure

The obligations of RLDA and the Agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. The reasons are to be sufficient and be acceptable to RLDA. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this Agreement without further obligation.

12. Handing Over

- i. At the time of expiry of present contract, the Agency shall ensure that all the Records and Books are handed over to the next contractor. The Agency shall ensure that handing over of records takes place in a smooth manner. If any discrepancy or shortcoming related to books of accounts is noticed due to the negligence of the handing over Agency, the Agency will be liable to compensate.
- ii. The firm shall provide services for the 5 working days after the date of the expiry of the contract for smooth transfer to the new contractor without any extra cost.

13. Severability

The invalidity, illegality or unenforceability of any provision of this contract, shall not affect the other provisions and the contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted. Any invalid or unenforceable provision of this contract shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision. However if the affected provision is so fundamental to the contract that one or more of the essential elements of the contract is removed, then in that case this Agreement may be mutually terminated by the Parties.

14. Amendment, Modification and Waiver

- a. No variation, amendment and modification either retrospectively or prospectively of this contract shall be effective unless it is made in writing, refers specifically to this contract and is signed by the authorized representatives of all the Parties.
- b. No waiver of any term, provision or condition of this contract either generally or in a particular instance shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any particular breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- c. No omission or delay on the part of any Party in exercising any right, power or privilege under this contract shall operate as a waiver by it or of any right to exercise in furtherance or of any other of its rights under this contract.

15. Notice

Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, or sent by registered or certified mail, or sent by facsimile transmission confirmed by registered or certified mail, or sent by email to the Party for that purpose, or, if no such address is specified, at the address given at the head of this Agreement. Notices sent by post shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile shall be deemed to have been delivered within 24 hours of the time of transmission. Notices sent by email shall be deemed to have been delivered upon sufficient proof of delivery of the same to the recipient.

16. Relationship

In performing the Services, Agency is acting as an independent agency and not as servant or agent of RLDA. Nothing in this agreement shall be construed to create an employment relationship between either party or its members. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third party. This Agreement shall not be interpreted or construed to create an association joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17. Award and Signing Of Contract Form

- I. The RLDA shall award the contract within the validity period of tenders, to the Tenderer who meets the tender conditions in all aspects and whose Tender is substantially responsive to the tender conditions and has scored the highest marks in combined Technical and Financial scores. RLDA shall notify the successful Tenderer that its Tender has been accepted, and will send the Tenderer the Contract Form provided in the Tendering documents, incorporating all agreements between the parties within 60 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form and return it to the RLDA. The terms of the Letter of Acceptance shall be incorporated in the Contract Form.
- II. Agency shall not disclose any details of this agreement to any third party whomsoever by any media whatsoever without the prior written permission of RLDA. Agency will not use, or authorize others to use, the name, symbols, or marks of RLDA in any advertising or publicity material or make any form of representation or statement without RLDA prior written approval.
- III. All annexure/Para provided in the tender document titled as instruction to Tenderer to any contract form shall form an integral part of this agreement. With regard to any conflict between the terms of such Annexes/Para and the terms of this agreement, the terms of this tender shall prevail. Headings/captions of the sections in this agreement are included for ease of reference only and have no legal effect in the meaning or construction of any provision therein.
- IV. This agreement shall not be assignable in whole or in part without the prior written consent of the other Party, except that RLDA shall be entitled to assign this agreement or any rights and obligations pertaining to this agreement to any of its affiliates or to a company taking over all or substantially all of its business.
- V. The Parties covenant and represent that each of them has full right and authority to enter into this agreement and to accept all the obligations under this agreement Contractor further represents that they have no obligations with any third party which might be in conflict with their obligations under this agreement, and that

they will during the terms of this Agreement not enter into such obligations without the prior written consent of RLDA.

- VI. At all times after the date hereof the Parties shall execute all such documents and do such, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

18. Payment Terms for Manpower

- a) Bidder shall quote monthly rate for each category of manpower.
 - b) Monthly rates quoted will form basis of monthly payment.
 - c) Any penalties and deductions will be done from monthly payments.
 - d) These quoted rates will be fixed for the contract period of 24 months.
 - e) The quoted/accepted rates will be escalated @5% for the extended period of contract which at the most can be extended up to 12 month in two spells of 6 months each.
 - f) In case of any additional manpower is requested by RLDA, the same will be paid by operating variation in the contract.
- (i) Payments will be made on monthly basis by RLDA upon raising of Tax-Invoice by the Agency. Monthly Tax Invoice should be raised on pro-rata basis of the accepted contract value as per the agreement. The monthly bill should be on the basis of actual outsourced Manpower deployed in RLDA by the agency as per contract agreement.
- (ii) A certificate to the effect that all contractual obligations laid down in the agreement and all statutory liabilities up to the end of the last calendar month, for which bill is being raised, has been complied with-should invariably accompany the monthly claim duly signed by the authorized signatory. The authorized signatory in this regard shall mean the signatory who has signed the contract agreement.
- (iii) Payments shall be done through cheque/NEFT/RTGS after the bill is submitted by the Agency to RLDA by 10th of every month. Bills will be verified by RLDA on the basis of its record for the number of Manpower deployed & actual activities/work done. Tax deduction as applicable will be carried out before releasing payment by RLDA.
- (iv) The Agency shall ensure that monthly payment to Outsource Manpower deployed in RLDA is made through bank Account of outsourced manpower as per applicable minimum wages notified by the Government of Delhi or as prescribed in tender document to deployed person according to their qualification /experience and the same is reimbursed by RLDA based on invoice raised by the agency during the contract period.
- (v) To ensure above, wage slip containing monthly wages, conveyance allowance, mobile usage charges, loyalty bonus, mandatory deductions (EPF, ESIC etc.) along with EPF/ ESIC number must be provided to each deployed person and summarized sheet of above details may be attached with monthly claims for release of payment.
- (vi) Necessary Tax deductions will be done as per applicable rates at the time of release of payment.

19. Frauds and Corrupt Practices: It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a Contract. The Purchaser defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;

- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

RLDA will reject a Proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

20. Indemnity:

- (i) The agency shall keep indemnified and hold harmless RLDA and its officers and employees from and against all disputes claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his agreement or arising from any breach or non-compliance whatsoever the Agency or any of the persons deployed by it pursuant hereto or in relation to any such matter as aforesaid or otherwise arising from any act of omission on their part, whether willful or not, and whether within or outside the premises including but not limited to any claims by the hired Housekeeping/Staff Staff.
- (ii) In case of absence of outsourced manpower from RLDA beyond 03 days, the agency must provide a suitable replacement vice them.

21. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the Purchaser must be taken within 15 days of award of the Contract.

22. Sub-contracts

- 1. No sub-contracting of the Services either in full or part is allowed.
- 2. The Purchaser shall select a single agency for the execution of this Contract and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.

23. Termination for Default

- 1. In case of any event of default on account of the Agency, the RLDA shall provide notice of thirty (30) days to the Vendor to cure the event of default and meet the provision of Services.
- 2. Where an event of default subsists or remains uncured after 30 days of notice to Agency to resolve, the RLDA may, without prejudice to any other remedy for breach of Contract, by written notice sent to the Agency, terminate the Contract. **Termination for Insolvency**

The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

- 1. RLDA may by written notice sent to the Agency, terminate the Contract at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the RLDA's convenience, the extent to which

performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

2. RLDA shall have the right to terminate the agreement without any further notice, if no corrective action is taken by the agency after five days of receipt of intimation of about unsatisfactory performance of the contract.
3. RLDA shall have the right to terminate the contract if it is felt that scope of work has changed and a fresh contract in lieu has become inevitable either due to administrative reasons or due to change/modifications in Taxation/Accounting policy.
4. In case the Agency commits any breach of any of the terms and conditions of the contract and/or fails/neglects to carry out any instruction to it by RLDA from time to time, it shall be open and lawful for RLDA to terminate the contract forthwith without assigning any reason.

25. Force Majeure

1. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of performance of services under the provisions of the present Contract), if the non-performance results from Force Majeure circumstances such as Flood, Fire, Earth-Quake and other acts of God as well as War, Military operation, blockade, pandemic situation or lockouts announced by the government due to pandemic, Acts or Actions of State Authorities or any other circumstances beyond the Parties control that have arisen.
2. In such circumstances the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of action of these circumstances and their consequences, but not more than a period of 6 months.
3. The Party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective Party's country shall be a sufficient proof of commencement and cessation of the above circumstances.
5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either Party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other Party of the intention to terminate without any liability other than reimbursement on the terms provided in the Contract for the Services received.

SPECIAL CONDITIONS OF CONTRACT

1. The Agency should have valid registrations with the Government authorities for undertaking Manpower Services and copy of the registrations shall be attached with the bid.
2. The bidder should have EPF code, ESI registration, GST Registration Number and PAN Number and registrations under all the applicable labour laws and should submit copies of the same.
3. The information regarding the above may be furnished in the prescribed format of Tender Form-3.
4. The Bidder shall have an adequate infrastructure at New Delhi (proper office, telephone number, fax machine, broadband connection etc.) for ensuring satisfactory services.
5. Supportive documents / certificates from the organization with whom worked and working should be enclosed.
6. Certificate from private individual for whom such works are executed/or being executed will not be acceptable. However, a certificate issued by a Private limited company having at least 100 employee may be considered.
7. All pages of the tender document should be serially numbered, duly signed and stamped by the authorized signatory of the agency.
8. RLDA reserves the right to modify, expand, restrict, scrap and re-float the tender without assigning any reasons.
9. If the Agency has deliberately given wrong information in tender or creates circumstances for the acceptance on misrepresentation, RLDA reserves the rights to reject such tender(s) at any stage.
10. All document enclosed, in support of eligibility criteria should be self-attested. Failure to attach attested copies may lead to disqualification of the bidder. Original documents will need to be provided when demanded by RLDA.
11. Tenders should be in Single bid system i.e. "A" Self attested copies of all the documents mentioned in Annexure "A" should be submitted with Bid. All the papers should be serially numbered.
12. The Quantities of Auxiliary Items and Nos of Manpower mentioned in Annexure-I and Tender Form-6 are Tentative and it may vary according to requirement.
13. The Minimum Wages are subjected to revision as per Govt. notification from time to time and applicable in RLDA.

Rail Land Development Authority

ECS / NEFT /RTGS Mandate Form	
Name of the Firm	
Address of the Firm	
Particulars of Bank A/c (Bank Account should be in the name of Firm)	
Bank Name	
Bank Address	
Bank A/c No.	
Account Type (Saving/Current/CC/OD)	
MICR Code (9 Numeric Digits)	
IFSC Code (11 Alpha Numeric Digits)	
Contact Person	
Mobile No.	
Email Address of the Firm	

I/We hereby, declare that the particulars given above are correct and complete. I shall be responsible, if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I will not hold the RLDA responsible.

(Signature)

(Authorized Signatory)

Detail of Manpower Required to be Deployed

Ref:- Clause-3(a) of Scope of work.

Support Staff	Nos of staff	Minimum Qualification & experience	Desirable Experience
Sr. Accounts Executive	1	Bachelor's degree in Commerce with at least Five years' post qualification experience in Accounts, Audit, Taxation and other related functions. The candidate must be Conversant/proficient in "ERP-Tally Accounting Software"	CA (Inter) /ICWAI (Inter) / Post graduate degree in Commerce. Persons having experience of working in a Government Organizations/ Public Undertakings/Statutory Bodies/ Autonomous Bodies will be given preference.
Accounts Executive	2	Bachelor's degree in Commerce with minimum Three years' post qualification experience in Accounts, Audit, Taxation and other related functions. The candidate must be Conversant/proficient in "ERP-Tally Accounting Software"	MBA (Finance/Accounts). Persons having experience of working in a Government Organizations/Public Undertakings/ Statutory Bodies/ Autonomous Bodies will be given preference.
Chartered Accountant* (Part Time)	1	Should be a qualified Chartered Accountant from Institute of Chartered Accountants' of India with at least Ten years of post- qualification experience in Accounts, Auditing, Taxation, Banking (Funds Management) etc. in commercial organizations/Railways/ PSUs.	Master of Business Administration in Finance. Persons having experience of working with Government Organizations/Public Undertakings/ Statutory Bodies/Autonomous Bodies.
Liaison Assistant	1	Should be 12th standard Pass with proper communication skill required for interaction with banks.	Should be conversant with location/areas of Delhi. Past experience of work is desirable.

- **Note:** The Chartered Accountant shall be available for 15 days in a month.

**PROFORMA OF BANK GUARANTEE FOR SUBMITTING OF PERFORMANCE
GUARANTEE (PG) (5% of Contract value.)**

To

Vice Chairman, Acting through, the JGM (F&A), Rail Land Development Authority, Unit No. 702B, 7th Floor, Konnectus Tower-IIDMRC Building, Ajmeri Gate New Delhi-110002, INDIA

Subject: Guarantee No..... for
(Amount/covering Reference: Contract No..... dated

.....
placed on M/s

.....

1. Whereas M/s one of our constituents, (hereinafter called the “Agency”) have agreed to supply to you (hereinafter referred to as the “Authority”),.....Nos. of (give description) as per con tract No..... dated (hereinafter called “the said contract”).
2. And whereas according to the terms of said contract, it has been stipulated that payment of 5% of the value of the work would be made, provided that the bidder furnish to the client bank guarantee from a recognized Bank, acceptable to the client for 5% of the value of the said contract, valid for a period covering in full Guarantee Period of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. And whereas the Bidder have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 5% of the value of the said contract, which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Bidder, we hereby irrevocably undertake and guarantee to pay to the Authority or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of (Rs.....) representing 5% of the value of the work under the said contract in case the bidder make default in paying the said sum or make any default in the performance, observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Authority, whether any default has occurred or has been omitted by the Bidder in the performance observance or discharge of the guarantee aforesaid shall be conclusive and binding on us.
6. Authority shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Bidder or to modify the terms and conditions of the

contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Bidder shall have no claim against us for making such payment.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency.
9. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Authority within the said date.
10. Valid up to 2 years & 3 months from the operation of the services.
11. While issuing Bank Guarantee applicant must mention receiver's details as ICICI Bank IFSC ICIC0000007, Branch: Connaught Place, New Delhi at which SFMS IFM 760 messages shall be sent by issuing bank through SFMS, to establish the authenticity of issued BG.

Date

Signature

Place
Name.....

Witness.....
.....

.....
(Designation).....

.....
(Bank's Common Seal