



RAIPUR DEVELOPMENT AUTHORITY

Bhakt Mata karma Commercial Complex,
New Rajendra Nagar, Raipur – 492006, C.G.
Email: ceordaryp@gmail.com, Web site: www.rdaraipur.com
Phone: + 91 - 771 -2536188, 2536788, 2535188,
Fax: + 91 - 771 -2534688,

Request for Proposals

For

“Appointment of a Chartered Accountant Firm for “Providing Services of GST Return and associated tasks, Income-tax Return, Notice, TDS Return & RERA compliance for RDA “ 2nd Call

NIT No.: 32 Dated: 17.12.2024

System Tender No: 163046

Probable Amt. of Contract – INR 36 Lacs

**Executive Engineer Raipur
Development Authority Raipur
[C.G]**

**INSTRUCTIONS TO BIDDERS
&
QUALIFICATION INFORMATION**

NIT No. : 32 , Dated: 17.12.2024

Table of Contents

INVITATION OF TENDER	1
1. Introduction	2
2. Objective for selection of CA Firm	3
2.1 Eligibility Criteria.....	3
2.2 Brief Scope of Work.....	5
2.3 Deliverables	6
3. Criteria for Evaluation of Technical Proposal	7
3.1 Short listing of Applicants.....	7
3.2 Evaluation of the Financial Proposal	8
3.3 Final Selection	8
4. General	8
5. Performance Security.....	9
6. Period of contract	9
7. Preparation of proposal.....	9
8. Payment to the finally selected CA Firm	10
9. Submission, Receipt and Opening of Proposals.....	10
10. Submission of Bid.....	10
11. Document Comprising Tender	11
12. Correspondence	11
13. Cost of RFP Document.....	12
14. Earnest Money Deposit/Bid Security.....	12
15. Clarifications and Amendments to RFP Document.....	12
16. Modification/Cancellation.....	12
17. Subletting of work	12
18. Termination of the contract.....	13
19. Conciliation, Arbitration & Jurisdiction	13
20. Penalty Clause	
Annexure 1: Covering Letter	14
Annexure 2: Important Instructions to Applicants Who has downloaded the RFP Document from website.....	17
Annexure 3: Declaration.....	18
Annexure 4: Profile of the Firm/Consortium	19
Annexure 5: Applicant Information	21
Annexure 6:	22
Annexure 7: Technical Capacity ((Experience with audit/accounting compliance in Non-Profit Organizations)..	23
Annexure 8:	24
Annexure 9:	25
Annexure 10 : Financial Capacity.....	26

Annexure 11: Financial Bid-1	27
Annexure 12: Rate Discovery Form.....	28
Annexure 13: Affidavit.....	29
Checklist of Documents to be Enclosed	30
General Condition of Contract	31 - 32
Letter of EMD	33
27Pre Contract Integrity Pact	34 - 38

DISCLAIMER

Information contained in this Tender Document or subsequently provided to bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority, Raipur Development Authority (RDA) (or any of its employees, is provided to bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is neither an offer by the RDA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in formulating their submission for technical and financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the RDA in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the RDA, its employees to consider the investment objectives, financial situation and needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements, and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The RDA or its employees accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The RDA or its employees make no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way for participation in this bid.

The RDA or its employees also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any intending bidder upon the statements contained in this Tender Document.

The RDA or its employees may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The issue of this Tender Document does not imply that the RDA or its employees is bound to identify eligibility and select a bidder or to appoint the Selected bidder, as the case may be, for the project and the RDA or its employees reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RDA or its employees or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the bidder and the RDA or its employees shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Guidelines for E - Tendering

Guidelines for bidders on using integrated eProcurement System Govt. of Chhattisgarh.
<https://eproc.cgstate.gov.in>.

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

.All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class). The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system. For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her, another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender. In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines. The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link ‘Payments accepted online’ on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User’s Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 7.25 or latest update, Internet explorer 9 & above or any other latest browser. A detailed step by step document on the same is available on the home page.

- 5. Publishing of N.I.T.:** For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.
- 6. Tender's Critical Dates & Time:** The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.
- 7. Download Tender Document(s):** The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.
- 8. Submit Online Bids:** bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.
- 9. Submission of Earnest Money Deposit:** The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.
- 10. Opening of Tenders:** The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened. The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.
- 10. Briefcase:** Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. On Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in

Raipur Development Authority, Raipur [C.G.]

Name of the work	:	Appointment of a Chartered Accountant Firm for "Providing Services of GST Return and associated tasks ,Income-tax Return ,Notice,TDS Return & RERA compliance for RDA , Raipur (C.G.) 2 nd call
Probable Amt. of Contract	:	INR 36 Lacs
Amount of earnest money	:	INR 36000/- (EMD in the form of a DD/Bankers Cheque/FDR drawn on Nationalized/Scheduled Bank in favour of Chief Executive Officer, Raipur Development Authority, Raipur [CG] and payable at Raipur (CG) in a separate, sealed envelope along with technical proposal)
Cost of Tender Document (Transaction Fee)	:	INR 5,000/- (Non-Refundable) Document must be downloaded from the website " https://eproc.cgstate.gov.in ".
Processing Fee	:	INR 311/- (Non-Refundable)
Duration of Service	:	Two Years (extendable to 2 (Two) Years)
Tender Download	:	FROM 07:00 PM on 17/12/2024 UP TO 04:00 PM on 27/12/2024
Last date of submission of queries	:	UP TO 3:00 PM on Date: 20/12/2024
Due date for Online Submission of Bids (Both Technical and Financial)	:	UP TO 07:00 PM on Date: 27/12/2024
Physical Submission of Technical Proposal (Envelop A & B)	:	UP TO 2:00 PM on Date: 30/12/2024
Date of opening of Technical Proposals(Bids will be opened online by the Authorized officer)	:	Date: 30/12/2024, 4:00 PM onwards at Office of The Chief Executive Officer, Raipur Development Authority, Raipur [C.G.]
Date of Opening of Financial Proposals	:	Will be intimated to qualified Bidders

Submission by the Firm	: Firm must submit the following: Physical Submission: One Original Technical proposals: Original Copy of Technical proposal, EMD Online submission <ul style="list-style-type: none"> ▪ Scanned copy of original Technical proposal, EMD, Cost of bid documents in PDF format ▪ Financial Proposal
Proposal Submission Address	: RAIPUR DEVELOPMENT AUTHORITY Bhakt Mata karma Commercial Complex, New Rajendra Nagar, Raipur – 492006, C.G. Phone: + 91 - 771 -2536188, 2536788, 2535188, Fax: + 91 - 771 -2534688,
Class of Consultant	: As Per RFP Eligibility
Type of Tender	: Open
Vendor Class	: Other
Type of contract	: Item Rate
Officer-in charge	: Any officer appointed by CEO,Raipur Development Authority, Raipur [C.G.]

INVITATION FOR TENDERS

Raipur Development Authority (RDA) is in the process of engaging a reputed, well established, experienced and financially sound firm of Chartered Accountants for “Providing Services of GST Return and associated tasks, Income-tax Return ,Notice,TDS Return & RERA compliance for Raipur Development Authority, Raipur (C.G.)”. RDA hereby invite bids from eligible Bidders for engagement of their services for a period of **2 (Two) Year extendable to Plus 2 (Two) Years** through this ‘Request for Proposal’ (RFP).The tender documents can be downloaded from “<https://eproc.cgstate.gov.in>”. Refer key dates for tendering process.

Work Details: - NIT No-.30 : Dated:29.11.2024

Sr. No.	Name of Work	Duration of Service	Amount of EMD	Cost of tender document (Transaction Fee)
1.	Appointment of a Chartered Accountant Firm for “Providing Services of GST Return and associated tasks , Income-tax Return ,Notice,TDS Return & RERA compliance for RDA.2 nd Call	Two Year	INR 36,000/-	INR 5,000/- + INR 311/- (proccesing fee)

Key Dates:

Sr. No	Stages	Start Date and Time	End Date and Time
1	Online Tender Download	17-12-2024 @ 7.00 PM	20-12-2024 @ 4.00 PM
2	Online Bid Submission (Both technical and Financial Proposal)	27-12-2024 @ 7:00 PM	
3	Physical Receipt of Envelope A & B in RDA office	30-12-2024 @ 2.00 PM	
4	Technical Proposal Opening	30-12-2024 @ 4:00 PM	
5	Financial proposal Opening	Will be intimated to qualified Bidders	

Note:

1. The time of opening of Financial Bid shall be communicated to technically qualified bidders through email and Telephone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be downloaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.
3. RDA will not be responsible for any delay in submission of online bids due to any reason

Request for Proposal

1. INTRODUCTION

Background

Raipur Development Authority is the body constituted and established under Chattisgarh Nagar Tatha Gram Nivesh Adhiniyam 1973. RDA has undertaken various project under various schemes for development and at present its major project are Kaushalya Mata Vihar, Indraprastha Phase-II & affordable housing projects. Through its various schemes and project approx. 1,00,000 customers are involved in these projects.

Due to various projects and involvements of huge number of customers resulting into high volume of financial transaction, RDA wants to appoint a firm of Chartered Accountant for its compliance purpose.

Following projects were undertaken and successfully completed by the RDA:

- a) Devendra Nagar Project (at Chanakya Premises for 60 MIG Flats).
- b) Katora Talab Project for 110 EWS houses.
- c) Tikra Para Project for 108 Juniors MIG Flats.
- d) Katora Talab Project 240 Juniors MIG Flats.
- e) Katora Talab Project 174 MIG Flats (Phase III).
- f) Shyama Prasad Mukherjee Awas Yojana 3888 flats.
- g) Katora Talab Yojana Sector 7, 08 flats.

Following Projects referred here as ongoing projects/existing projects of RDA:

- h) Kaushalya Mata Vihar
- i) Indraprastha Phase-II

Affordable Housing Project

- j) Boriyakhurd
- k) Kaushalya Mata Vihar: Sector's - 1,2,4,7A,8A,8B,10,11B,13,14A,14B&15C
- l) Kaushalya Mata Vihar - Row Houses
- m) EWS & LIG flats in Indraprastha Phase-II

Note:- This RFP is based on the present development/activities undertaken by RDA.

2. Objective for selection of CA Firm

The objective of CA Firm is to facilitate RDA in compliance GST, Income Tax, TDS and RERA etc.

2.1 Eligibility Criteria

Sr. No.	Minimum eligibility criteria	Evidence
1.	Partnership/Proprietor firm having working office in Raipur having minimum 4 FCA	Firm's registration certificate(FRN) and copy of certificate of practice (COP) of all the partners
2.	The firm must have been established for at least five years as of March 31, 2024.	The copy of incorporation/Firm's registration certificate must include the date of establishment.
3.	The firm should have employed more than 20 paid staff, articles, or clerks during the previous financial year, and evidence of this must be submitted. (excluding partners)	Details of the staff in the format specified below (Annexure - A)
4.	The firm Should have average annual minimum turnover Rs. 35.00 Lakh from Professional services in last three financial year ended on 31-03-2024 (FY 2021-22, FY 2022-23, FY 2023-24)	Practicing Chartered Accountant's certificate of gross receipts from audit and attestation services must be attached
5.	The firm Should be empaneled with C&AG	Copy of Empaneled certificate to be submitted for the F.Y. 2022-23, 2023-24 and F.Y. 2024-25.
6.	The CA Firm should not have been blacklisted by Central / State Government Department / Public Sector Undertaking for any contract executed in past.	The firm declaration to this on the letter pad of the firm.

2.2 Brief Scope of Work

Raipur Development Authority (RDA) has planned to get a Comprehensive Professional Service for compliance of taxes and RERA of all ongoing projects. The Scope of work shall comprise of two parts and majorly categorized as followings:

- A. Regular/ Common Work
- B. Work of Contingent Nature

A. Regular/ Common Work:

I. Compliances under GST Law

- a) Checking of GST Complaint Invoices for each supply/services made by RDA.
- b) Reconciliation of GST 3B with GSTR 2A and providing the details of input tax credit mismatch if any.
- c) Services for Monthly Compliance of GST Provisions by filing the GST Returns as provided under GST Law including provisions relating to the GST-TDS.
- d) To compute the liability of tax GST after considering the eligible input tax credits and issue appropriate challan for payment within due time.
- e) To Reconcile the Input Tax Credit as per invoices raised to the RDA and as reflecting in the GST Portal.
- f) Assisting in Compliance to Special GST Audit if conducted by the GST Tax Authorities.
- g) To assist in correspondence with GST revenue departments as and when requires/applicable.
- h) To make submission/compliances with reference to GST assessment as and when required w.r.t. notices of the department.
- i) To assist in compliances with provisions of Anti Profiteering Rules 2017, in case of Contractors and Suppliers/Vendors.
- j) Account/ Service matter related cases against RDA in any Tribunal / Court.

II. Preparation and filing of Quarterly TDS/TCS Return

- I. Preparation/filing of quarterly TDS/TCS return and uploading of the same with NSDL ensuring that TDS deducted and TCS collected and deposited under appropriate section within timeline.
- II. Preparation of form 16 and 12 BA regarding salaries.
- III. To advise and to assist in all TDS/ TCS related issues.
- IV. Facilitation in downloading of all TDS certificate from NSDL within the prescribed time and verifying the same.
- V. Data collection of TDS return filing would be the responsibility of the RDA.

III. For RERA Certification and Quarterly Updation

- I. Provide Certification of the required statement of accounts by a Chartered Accountant as per RERA Act 2016.
- II. Certify the amount collected for particular projects have been utilized for the project as per RERA Act 2016.
- III. Certify the withdrawal has been in compliance with the proportion to the percentage of completion of the project as per RERA Act 2016.
- IV. Annual Audit under RERA act of all the existing project as per sec 4(2) (1) (D).
- V. RERA quarterly updation for all running registered project online should be updated including payment of challan which will be reimburse and can be paid by RDA after updation of certain quarter. All data Which is required for quarter updation should be collected from RDA office (i.e Technical Department, Revenue Department & Account Department).

IV. Financial monitoring and Advisory services

The CA firm shall monitor the books of accounts of the RDA and provide periodic advisory services in compliance with best practices and statutory requirements.

B. Contingent Nature of work

I. Income Tax

- In case of I.T appeal if preferable to CIT (Appeal) then prepare and submit appeal, represent, the case by preparation and filing of submission and explain to appellate authority till the final order is passed.
- In case appeal if preferable before IT Appellate tribunal then prepare and file appeal, make paper book & submit relating to case, file stay petition if required and to attend the bench on fixation of hearing till final judgment is passed. In case of revenue appeal, then defend the case.
- To assist the advocates in High Court/ Apex Court in case of Income Tax matter related to RDA.
- Yearly statutory Audit of Accounts and its compliance Should be done by CA Firm.

II. GST & Service Tax

- Time to time compliance to service tax authorities relating to issues till 30.06.2017 including preparation and submission and explanation of case w.r.t show cause notice if any.
- In case of Service Tax, proceedings with appellate tribunal.
- In case of GST, Time to time compliance to GST authorities relating to any issue including preparation and submission and explanation of case w.r.t any query and/or show cause notices if any.
- In case of GST, proceedings with appellate tribunal.
- Yearly statutory Audit of Accounts and it compliance Should be done by CA Firm.

2.3 Deliverables

Type of Deliverables

- 1 GST Return
- 2 GST TDS Return
- 3 Quarterly TDS/TCS Return – Income Tax
- 4 RERA work on need basis
- 5 Annual Return GST, IT Return, Annual Return RERA (Before its due date for the respective years)

3. Criteria for Evaluation of Technical Proposal.

The following criteria and point system shall be followed: -

S.No	Criteria	Description	Marking System	Max Marks
1	Turnover	Average Annual Turnover of the firm in the previous 3 financial year. 2021-2022 , 2022-2023 & 2023-2024.	Above ₹3 crore = 12 marks	12
			₹2-3 crore = 8.5 marks	
			₹35 lakh - ₹2 crore = 6 marks	
2	GST/IT Special Audit Empanelment	Empaneled for GST or Income Tax special audit with GST or Income Tax department in Chhattisgarh	Yes = 12 marks	12
			No = 0 marks	
3	Legal Qualification Advantage	Number of partners with additional qualification of LLB	More than 1 = 12 marks	12
			1 = 6 marks	
4	Number of Staff	Number of paid staff/articles/clerks during the previous financial year	Above 40 = 12 marks	12
			20-40 = 6 marks	
5	Certification Course by ICAI	Partner(s) completing ICAI certification courses (Public Finance & Government Accounting or GST)	Both courses = 12 marks	12
			One course = 6 marks	
6	Experience of Similar Jobs	Experience with audit/accounting compliance in Non-Profit Organizations	More than 20 projects = 10 marks	10
			10-20 projects = 5 marks	
7	Appellate Tribunal	Number of cases presented before ITAT or CESTAT	≥ 1 case = 5 marks	5
8	SAP	Partner with experience working with SAP	5 marks	5
9	Methodology Presentation	A PowerPoint Presentation in front of an approved panel appointed by the department for the proposed methodology/approach for providing services to the corporation with specific reference to the scope of work.	Outstanding = 20 marks	20
			Good = 15 marks	
			Average = 10 marks	
			Bad = 5 marks	
Total				100

3.1 Short listing of Applicants

In order to calculate the technical score, the following method shall be used:

Technical Score of the Firm= 70 % of Marks Received by the Applicant

Only the applicants, who obtain a score of 49 or more out of 70, on the basis of their Technical Proposal, shall be ranked from highest to the lowest technical score, as per the scores achieved by them, a proposal shall be rejected, if the CA firms obtain a score less than 70% (seventy percent) i.e. 49marks.

Of all the pre-qualified applicants ranked as aforesaid, participants who obtain a score of 49 marks or more in accordance with the terms & conditions, will be short-listed. Technically qualified applicants will be informed for the second stage, i.e. the opening of financial proposal.

Financial bids will be opened only of those applicants who have been short-listed in the technical proposal.

3.2 Evaluation of the Financial Proposal

The total fees quoted as per the financial proposal, will be considered for the evaluations of the final selection of the firm. Opening of financial proposal will be done in front of the short listed bidders or their representatives. However the final selection shall be made after Quality Cost Based Selection (QCBS) assessment to be done by the authority later on.

In order to calculate the financial score, the following method shall be used:

Financial Score of the firm

$$= \frac{30 * (\text{minimum quotation received of all applicant of regular work})}{\text{Total Fees quoted by the applicant (For Regular Work)}}$$

Total Fees quoted by the applicant (For Regular Work)

3.3 Final Selection

- Final selection will be done on the basis of QCBS method in which the technical and the financial score of the short listed applicants will be combined with their respective weightage as 70:30. 70 Marks will be allotted for the technical expertise whereas 30 marks will be allotted for the financial quote (Regular Work). The applicant with highest Combined Technical and Financial Score (CTFS) will be selected.
- However in case of Contingent Nature of Work as detailed in 2.2 (II) the selected firm shall be subject to negotiation with the L1 & L2 parties as selected as per the technical score and final value of such work would be defined in the agreement as per the outcome of negotiation.

Combined Technical and Financial Score (CTFS)

= Technical score as evaluated + financial score

In case, the CTFS of two or more firms comes to be equal, the decision of selection of firm shall be made on the basis of decision made by authority.

The selected firm will be informed through e-mail and telephonically.

4. General

- The Client (RDA) will select a CA firm from the proposals received, in accordance with the method of selection specified.
- Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit Raipur and acquaint themselves with the local conditions and the aspirations of the citizens of the city. The Bidders' representatives should contact the Client's representative named in the Data Sheet to arrange for their visit and they should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - a) Bidders shall bear all costs associated with the preparation and submission of their Proposals. Costs might include visits, accommodation, transportation and collection of information, etc.
 - b) Bidders shall sign on each page of RFP with seal while submitted the RFP.
- The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5. Performance Security

- Earnest money deposit (EMD) of INR 36,000/- in case of successful bidder will then be converted as SD or performance security and will be held till the successful completion of contract. EMD in case of unsuccessful bidder will return within 20 days from the date of selection of successful bidder.

6. Period of contract

- The period of contract will be for 2(Two) year initially. However can be further extended for Plus 2 years as per the discretion of authority.

7. Preparation of proposal

- CA firms are requested to submit a Technical Proposal, including relevant documents in support of minimum eligibility criteria as well as ones required for the technical evaluation, and a financial proposal as specified in the RFP.

(a) Part-1: Technical Proposal

- The exact information on various eligibility criteria may be furnished in separate sealed cover with supporting documents. The technical proposals of only those CA Firms will be evaluated who meet the minimum eligibility criteria.
- The CA Firms are expected to provide the Technical Proposal as specified in the RFP. Material deficiencies in providing the information requested may result in summary rejection of a proposal. The firm should also include in this part, all the relevant documents required for the purpose of eligibility evaluation as required in section 2.1 of RFP document, as well as those required for technical evaluation as per annexure -6,7,8, & 9 of this RFP document.
- The technical proposal shall also provide the brief description of the CA firm an outline of recent experience or of a similar nature.

(b) Part-2: Financial Proposal

- In preparing the Financial Proposal, CA firms are expected to take into account all the requirements of the task as specified in the scope of work. The total fees to be quoted by the CA firm should include all the components pertaining to them (including the yearly escalation, if any) for the 2 years period. Total fees as per financial proposal Part-2 will be considered for the calculation of CTFS for the final selection of the firm.
- This will exclude other reimbursable expenses incurred by the CA firm for travelling, boarding and lodging for visits if desired and approved by the authority through CEO, RDA for doing so, which will be paid on actual basis.

8. Payment to the finally selected CA Firm:

- Since this tender is offering different work & composite in nature fees towards accounting, monitoring & compliance will be paid to the CA firm on the quarterly basis and security deposit of 5% will be deducted on every invoice and the same shall be released on filling of Income Tax Return for that financial year.

9. Submission, Receipt and Opening of Proposals

- First, the envelop Part-1 i.e. the Technical Bid Shall be opened and scrutinized by a committee, appointed by the Authority, through CEO RDA. The committee will first consider the qualification, experience and credential of CA Firm to ascertain the eligibility criteria, thereafter evaluate the proposal to calculate their technical score.
- Once the Committee opines that the CA firm fulfils the eligibility criteria and short-lists the firms, based on the minimum technical score, only then, the technical bids of the short-listed CA firms will be opened for consideration. The proposal, hence found ineligible by the committee, will be rejected without any liability on the authority.

10. SUBMISSION OF BID

A. Procurement of Tenders

- Tender Documents may be downloaded from the e-procurement portal (<https://eproc.cgstate.gov.in>) as indicated in the NIT.
- Bidders shall submit signed, complete Proposal comprising the documents and forms. Submission shall be physically (hard Copy) as well as online.
- Only the authorized representative of the Bidder shall sign the original submission letters in therequired format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.
- Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if theyare signed or initialed by the person signing the Proposal.
- The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at RDA shall decide the one prevails.
- If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

B. Deadline for Submission of the Tenders

- As per KEY DATES given in tender notice.

- The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment, in which case all Rights and Obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

C. Late Tenders

- Envelopes 'A & B' received by the Employer after the Deadline prescribed As per KEY
- DATES given in tender notice will not be accepted.

11. DOCUMENTS COMPRISING THE TENDER

- The submission shall be submitted both physically (hard Copy) as well as online. The hardCopy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

Part-A : Technical Bid (Separate Envelope A & B)

Envelope A:

- Original **Earnest Money Deposit** (EMD in the form of DD/Bankers Cheque/FDR of Nationalized/Scheduled Bank drawn in favour of The Chief Executive Officer, Raipur Development Authority, Raipur [C.G] payable at Raipur in a separate, sealed envelope.)
- **Letter of EMD**
- Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)
- Tender Document Fee (**Document must be downloaded from the web site "<https://eproc.cgstate.gov.in>"**)

Envelope B:

Letter of Technical Bid

- Eligibility Criteria of Bidder (Financial Criteria and Pre-Qualification criteria) as per given format.
- Any other information required for completing and submitting the tender by Bidders in accordance with these

Part-B: Financial Bid (online only)-

Financial bid to be submitted online with quoted rate. (**Note Annexure: 12 is part of technical bid and has no reference with financial bid and needs to be submitted with Technical Bid Document**)

12. CORRESPONDENCE

- For any clarification regarding this RFP, the following officer of RDA may be contacted:
- **Executive Engineer**
Raipur Development Authority
Email
:ceordaryp@gmail.com

13. COST OF RFP DOCUMENT (TENDER FEE)

- The complete bid document can be downloaded from the website <https://eproc.cgstate.gov.in>". Cost of Tender Document (Tender fee) is Rs. 5000/- which shall be paid in the form of banker's cheque / DD of Nationalized/ Scheduled Bank drawn in favour of 'Raipur Development Authority.', payable at Raipur. The Tender fees non-refundable.

14. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- EMD in the form of DD/Bankers Cheque/FDR of Nationalized/Scheduled Bank drawn in favour of The Chief Executive Officer, Raipur Development Authority, Raipur [C.G] payable at Raipur in a separate, sealed envelope, shall form part of the bid.
- The Earnest Money Deposit of unsuccessful Bidders will be returned within 30 days after signing of the contract with the successful bidder.

15. Clarifications and Amendments to RFP Document

- Bidders may request a clarification of any of the RFP documents up to the date indicated. Any request for clarification must be sent in writing to the address indicated. The responses of Client will be uploaded in the website (<http://eproc.cgstate.gov.in>), but without identifying the source of inquiry. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure.
- At any time before the submission of Proposals, the Client may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be uploaded only in the website <http://eproc.cgstate.gov.in>. The amendments shall be binding on the Bidders. To give Bidders a reasonable time in which to take an amendment into account in their Proposals, the Client may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice only on the said website.

16. Modification/Cancellation

- The authority reserves the right to modify/cancel the whole process or part thereof at any stage without assigning any reason thereof. The authority would be at liberty to accept/select any bid, lowest or otherwise in whole or part or reject any or all bids without assigning any reason thereof.

17. Subletting of work

- The awarded firm shall not sublet the work

18. Termination of the contract

- The work order/contract can be terminated by the authority, through CEO RDA at any time on giving 30 days notice in advance without assigning any reason thereof

19. CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between RDA and the Agency, the same shall be discussed in the first instance between the representative of the Agency and authorised representative, RDA.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Chief Executive Officer of RDA within 10 days after the passage of this time. The CEO, RDA would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the CEO, RDA.

The place of arbitration will be Raipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

- iii. The courts at Raipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

20. Penalty Clause

If Consultant fails to complete any work as per the scope of work mentioned in this RFP within stipulated time schedule, the RDA shall, without prejudice to its other remedies under the contract, may issue caution notice/ deduct penalty (liquidated damages) equivalent to 5 % of the monthly professional fees per instance.

Further, the bidder assumes responsibility for and shall indemnify (subject to the upper limit equivalent to the 100% of total contract value) and keep the RDA harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract.

Annexure 1: Covering Letter

Date.....

To,

CEO,
Raipur Development Authority,
Bhakta Mata Karma Commercial
Complex, New Rajendra Nagar,
RAIPUR - 492001 (C.G.)

Sub.- Appointment of a Chartered Accountant Firm for "Providing Services of GST Return and associated tasks, Income-tax Return, Notice, TDS Return & RERA compliance for RDA, Raipur (C.G.)"

Dear Sir,

1. With reference to your RFP, I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices and Annexure is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as Applicant of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ we declare that:
 - a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with the RFP document.
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Application or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither

bound to accept any Proposal that you may receive nor to invite the Applicants to apply for the Services, without incurring any liability to the Applicants.

9. I/We believe that we/ satisfy the Turnover criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Proposal.
10. I/We declare that we/ are/ is not a Member of any other firm submitting a Proposal for the Project.
11. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates.
14. I/We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Proposal Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of contract.
17. I/We agree and understand that the Proposal is subject to the provisions of the Proposal Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / is not awarded to me/us or our Proposal is not opened.
18. The power of attorney for signing of Proposal is as per format provided in the RFP enclosed.
19. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFPdocument.

Date :.....

Place :.....

Yours faithfully,

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 2: Important Instructions to Applicants Who has downloaded the RFP Document from Website

The Applicant, who has downloaded the RFPs from the web, should read the following important instructions carefully before actually quoting the rates and submitting the RFP documents:-

1. The printout of RFP document should be taken on A4 paper only and the printer settings etc. are such that document is printed as appearing in the web and there is no change in formatting, number of pages etc.
2. The Applicant should ensure that no page in the downloaded RFP document is missing.
3. The Applicant should ensure that all pages in the downloaded RFP document are legible and clear and are printed on a good quality paper.
4. The Applicant should ensure that every page of the downloaded RFP document is signed by applicant (Authorised Signatory).
5. The Applicant should ensure that the downloaded RFP document is properly spiral bound, sealed and numbered before submitting the same.
6. The Applicant shall furnish a declaration to this effect that no addition/deletion/ corrections have been made in the RFP document submitted and it is identical to the RFP document appearing on Web site.
7. The Applicant should read carefully and sign the declaration given on the next page before submitting the RFP.

Annexure 3: Declaration

(To be given by the Applicant who has downloaded the RFP from the Website)

It is to certify that:

1. I / We have submitted the RFP in the Performa as downloaded directly from the Website and there is no change in formatting, page numbering etc.
2. I/ We have submitted RFP documents which are same / identical as available in the website.
3. I/ We have not made any modifications / corrections / additions /deletions etc. in the RFP documents downloaded from web by me / us.
4. I/ We have checked that no page is missing & that all pages of document submitted by us are clear and legible.
5. I/We have signed (Authorised Signatory) all the pages of the RFP document before submitting the same.
6. I/ We have sealed the RFP documents by Wax /Adhesive tape properly before submitting the same.
7. I/ We have submitted the cost of RFP along with the EMD and all Credentials.
8. I/ We have read carefully and understood the important instructions to all Applicants who have downloaded the RFP from the web.
9. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, RDA shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage later, it is found that there is difference in my/our downloaded RFP documents from the original, the Proposal / work will be cancelled and Earnest Money / Performance guarantee/ Security Deposit will be forfeited at any stage whenever it is so noticed. RDA will not pay any damages to me / us on this account.

Dated:

Address:

Phone No:.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 4: Profile of the Firm

A. Details of the Firm/Lead Bidder

S. No.	Particulars	Details
1.	Name of the Firm	
2.	Constitution of Firm	
3.	Address of the Head Office and Branch Office in Chhattisgarh (incl. Tel Phone)	
4.	PAN of the Firm/Lead Bidder	
5.	GST registration No.	
6.	ICAI Registration No.	
7.	Date of constitution of the Firm	
8.	Number of Full time Partners as on (Proposal Due Date) PDD	
9.	Number of partners with additional qualification of LLB	
10.	Number of Audit Staff employed full time with Firm as	
	a. Article Clerks	
	b. Other Audit Staff	
11.	Number of Branches	
12.	Year of Experience (As per ICAI Record)	
13.	Whether there any court cases/arbitration/ any other legal case against the Firm (If yes, please provide details in separate annexure)	

14.	Detail of Partner who has represented the case in Income Tax Appellate Tribunal	Name: No of Cases:
15.	Contact Person: Contact No: Email address:	

Date :.....

Place :.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 5: Applicant Information

Latest Details of Full Time Partners/Sole Proprietor of the Firm

S. No.	Name of Partners/Proprietor	Member-ship No.	FCA/ACA	Date of joining Firm (Full Time)	Date of becoming FCA	Certification (if any)

Date :.....
Place :.....

Signature of the Authorised Signatory
Name & designation of the Authorised Signatory

Annexure 6:

Deleted.

Annexure 7: Technical Capacity (Experience with audit/accounting compliance in Non-Profit Organizations)

S. No.	Name of the assignment	Brief of the Service provided	Name of the client	Professional Fees Charged (INR)	F.Y. In which service rendered

Note:

- a) For above experience, the CA Firm must submit a copy of the appointment letters from the client organisations.
- b) Reappointment of similar assignment shall not be considered as separate assignment.

Date :.....

Place :.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 8:

Deleted.

Annexure 9:

Deleted.

Annexure 10: Financial Capacity

A. Annual Turnover for the Firm for last 3 Financial Years

S. No.	Financial Year	Turnover (INR)
	2021-22	
	2022-23	
	2023-24	
	Average annual Turnover for last 3 FYs	

Date :.....

Place :.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of (Name of Applicant), we (Name of Auditor of Firm), Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of

Chartered Accountants/Statutory Auditors

Note: Annual Turnover amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/CA certifying Annual Turnover.

Annexure 11: Financial Bid-1

(For Regular Work)

The Financial Proposal would be based on:

Sr. No.	Nature of Work completed (As given in the scope of work SOW Point 2.2 A)	Professional Charges (GST or any other tax shall be levied extra at prevailing rates)
1.	As per SOW point 2.2 A	Monthly Fees * 24 Months
Total Quotation		

Date :.....

Place :.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 12: Rate Discovery Form

(For Contingent Nature of Work)

(Not to be considered for bidding Process)

Main Work	Sub Work	Nature of Work completed (As given in the scope of workSOW Point 2.2 B)	Professional Charges (GST or any other tax shall be levied extra at prevailing rates)
Income Tax	Income Tax Assessment/ Notice	* Per Case Basis (On Submission)* Per Hearing Basis
	IT Appeal Before CIT Appeal each year	* Per Case Basis (On Submission)* Per Hearing Basis
	IT Appeal Before Appellate Tribunal	* Per Case Basis (On Submission)* Per Hearing Basis
GST & Service Tax	GST/Service Tax Assessment/ Notice	* Per Case Basis (On Submission)* Per Hearing Basis
	Show cause notice & any other queries from time to time relating to Service Tax/GST Matter Appeal	* Per Case Basis (On Submission)* Per Hearing Basis
	In case of Service Tax, proceedings with appellate tribunal.	* Per Case Basis (On Submission)* Per Hearing Basis

Note: - The value quoted here will be considered only for negotiation purpose with the selected bidder.

Date:.....

Place:.....

Signature of the Authorised Signatory

Name & designation of the Authorised Signatory

Annexure 13: AFFIDAVIT

(To be submitted on Rs. 100 Stamp Paper)

I.....S/o.....Aged..... years
.....(Address.....
.....

..)
(For and on behalf of, do here by and
herewith solemnly affirm / state on oath that: -

- 1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief**
- 2. I have not suppressed or omitted any required/relevant information.**
- 3. I hereby authorize the Raipur Development Authority, Raipur Officials to get all the documents submitted verified from appropriate source(s).**

(.....)

Authorized signatory / for and on behalf of
.....
(Affix seal)

Verification

I.....S/o..... do here by affirm that the contents stated in Para 1 to 3
above are true to the best of my knowledge and believe and are based on my / our record.

Verified that this..... Date of2024 at (Place).....

Seal of attestation by a public Notary with date

(.....)

Authorized signatory / for and on behalf of
.....
(Affix seal)

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID

Envelop A:

- 1 Letter of EMD
- 2 Scanned Copy of EMD
- 3 Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stampPaper, duly Notarized)

Envelop B:

- 4 EMD in Original
- 5 Latest ICAI Firm Card
- 6 Complete Resume of CA Firm
- 7 Latest Constitution Certificate of ICAI
- 8 Latest CAG Empaneled Certificate for F.Y. 22-23,23-24 & 24-25
- 9 Certificate of annual turnover of firm.
- 10 List of Employees and Article staff.
- 11 Affidavit of having provided all correct information
- 12 Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stampPaper, duly Notarized)

GENERAL CONDITIONS

- i. The GCC (General Conditions of Contract) of RDA is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.
- ii. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- iii. The Agency will not sub-let the services or a part thereof vertically to any other party.
- iv. While discharging the assigned services, the Agency shall follow all applicable Acts, rules and regulations with regard to manpower and services. It shall also follow the instructions issued by RDA from time to time. The Agency shall also keep in mind all applicable rules and regulations of RDA in force. RDA will be free to take action against the Agency for violating the same. The agency shall insure its personnel from all eventualities and risks.
- v. The Manpower to be deployed shall be well behaved and in case it is felt by the RDA that any personnel deployed is not suitable for carrying out his duties, then the personnel shall be replaced immediately by the agency.
- vi. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable immediately on receipt of such a request from RDA.
- vii. The personnel posted by the supplying agency shall be on the pay roll of the supplying Agency and have no right for any claim of regular employment in Govt. in any circumstances.
- viii. The agency shall be responsible for all risks involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
- ix. The Agency shall be responsible for proper conduct of its personnel in RDA's office premises. In case of any damage/loss/theft etc. to the property of RDA or any damage to the reputation of RDA which is caused by the personnel deployed by the agency, the agency will be liable to make good the loss on the basis of the value of the property/damages on account of loss of reputation as determined by RDA. The same shall be deposited by the Agency with RDA or could be recovered from the performance guarantee/monthly payments due to the Agency.
- x. The Agency's personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the Agency will be liable to take appropriate action against such person, including their removal from site of work, if required by the Authority.

- xi. The agency shall be solely responsible for the redressed of grievances/ resolution of disputes relating to person deployed. RDA shall in no way be responsible for settlement of such issues whatsoever.
- xii. RDA shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- xiii. The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Authority during the currency or after expiry of the contract.
- xiv. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in regular/other capacity in the Authority.
- xv. The Agency would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of any complaint against any of the staff, the Agency will be under obligation to change the staff concerned on the instruction of RDA.
- xvi. Any change in the constitution of the Agency will be notified by the Agency in writing to the Authority and such changes shall not discharge former office bearer/ member(s) of the Agency from any liability under the Contract. No new partner(s)/ member(s) will be accepted in the Agency in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Authority.
- xvii. The Agency will exercise supervision and control on all the personnel deployed under this contract.
- xviii. The Authority shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts.
- xix. The Agency personnel must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staff of Agency is found to be under the influence of liquor or any other intoxicant, the Agency shall immediately replace the person & a penalty of Rs. 1000/- per case will be imposed on the Agency.
- xx. The Authority will depute officer(s) for supervising and monitoring the activities, who will also verify the monthly deployment, periodical performance reports submitted by the agency. The deputed officer(s) shall communicate Problems/ suggestions/ complaints to the Agency.
- xxi. The agency shall **NOT** undertake any strikes or lock outs during the contract period.

Letter of EMD – Envelop –‘A’

To,

**Chief Executive Officer,
Raipur Development Authority,
Bhakt Mata Karma Complex,
New Rajendra Nagar,
Raipur – 492001, Chhattisgarh**
Phone: + 91 - 771 -2536188, 2536788
Fax: + 91 - 771 -25346688

Dear Sir,

Sub: “One Stop Solution (OSS)” intends to appoint a CA Firm for Double Entry Accounting, Tax Compliance, Financial management /of all ongoing projects etc & reporting of Raipur Development Authority, Raipur (C.G.)

Enclosed please find Demand Draft /Banker Cheque/FDR/Bank Guarantee No ----- dtd -----
for INR_____ (Rupees_____ only) drawn on _____
----- issued in favour of **Chief Executive Officer, Raipur Development Authority, Bhakt Mata Karma
Complex, New Rajendra Nagar, Raipur – 492001, Chhattisgarh Payable at Raipur, Chhattisgarh.**

Please acknowledge receipt of Earnest Money Deposit.

Thanking You

Yours Faithfully

For and on behalf

(Authorized Signatory)

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper)

1. GENERAL

- 1.1. This pre-bid contract agreement (herein after called the Integrity Pact) is made onday of the monthbetween the Government of Chhattisgarh acting through Shri.....(Designation of the officer, Department, Raipur Development authority)(hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure..... (Name of the Store/Equipment/ Work/ Service) and M/s.represented by Shri(herein after called the BIDDER/Seller, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as Town & Country Development Authority under provision of Nagar Tattha Gram Nivesh Act. 1973.

2. OBJECTIVES:

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to ,during and subsequent to the Contract to be entered into which a view to:-

- 2.1. Enabling the BUYER to obtain the desired Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation , contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by theBUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

6.1.1. Bank Draft or Pay Order in favour of

6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to theon demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

6.1.3. Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR violations'

7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

7.1.4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.1.7. To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

7.1.8. To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.

7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BIDDER, the same shall not be opened.

7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

7.1.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of Chhattisgarh or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1.The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signingof the contract.

13.2.If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton

BUYER

BIDDER

Name of the Officer

Designation

Department/PSU

Witness

- 1)
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- 2).....
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