

	<p>THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. <i>(A Govt. of Rajasthan Undertaking)</i> UdyogBhawan, TilakMarg, C-Scheme, Jaipur-302 005 Phone: 0141-2227267 Fax: 0141-5115766 Website: industries.rajasthan.gov.in/rajsico E-mail: rajsico@rajasthan.gov.in CIN:-U91110RJ1961SGC001118</p>	
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Tender Cost (Rs .500 + GST)

TENDER NOTICE

RSIC invites sealed tenders in one bid system from reputed Chartered Accountant Firms for Maintenance of Books of Accounts in Tally and Tax Matters

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The Rajasthan Small Industries Corporation Ltd.

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme Jaipur-302005

Phone: 0141-2227267 ; Fax 0141-5115766

Website: www.rajsico.gov.in ; e-mail: rajsico@rajasthan.gov.in

Tender Notice

RSIC invites sealed tenders in one bid system from reputed Chartered Accountant Firms for Maintenance of Books of Accounts in Tally and Tax Matters.

Bid/ tender set comprises of the following in separate envelopes:

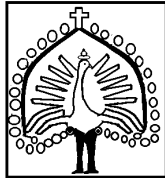
a) Techno-cum-Price Bid

The Tender/Bid shall only be submitted offline tendering system of as per RTPP Act.

- Tender Document Download Start Date 08/09/2020 & Time 2:00 PM and Download End Date 14/09/2020 & Time 1.00 PM
- Bid Submission Start Date 08/09/2020 & Time 3:00 PM and Bid Submission End Date 14/09/2020 & Time 2.00 PM
- Bid Opening Date 14/09/2020 & Time 5.00 P.M

Tender shall be submitted along with earnest money and tender Cost separately. DD towards tender cost of Rs. 500/-+ GST in favour The Rajasthan Small Industries Corporation Ltd and DD of Rs 5,000 as EMD in favour of The Rajasthan Small Industries Corporation Ltd.. For details visit our website: <http://industries.rajasthan.gov.in/rajsico> or contact: CAO on 0141-2227859

Chief Account Officer



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD.

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141-5115760-63 Fax: 0141-5115766

Website: www.rajsico.gov.in * e-mail: rajsico@rajasthan.gov.in

General Terms & Conditions

01 INTRODUCTION.

The Rajasthan Small Industries Corporation Limited (RSIC) is a Government Corporation Registered under Companies Act 1956 and has been authorised by the Government and involved in various commercial activities.

02 SCOPE of WORK

As per enclosed Annexure-'A'.

03 PERIOD OF CONTRACT:

One year (April, 2020 to March, 2021). Audit should be completed within the period of 3 months i.e. June, 2021.

04 ADMINISTRATIVE RESPONSIBILITY

RSIC personnel will provide data and information to the CA Firm and their staff will attend office of the all units situated in Rajasthan and they will collect required information from the Units and complete work as per Scope of Work.

CA firm will work under guidance/ administration and supervision of Chief Accounts Officer and MD of the Corporation.

05 PROFILE OF CHARTERED ACCOUNTANT FIRM

CA company (professional) will provide comprehensive profile of the company in the (Annexure 'B')

06 RATES:

The CA Firm (professional) should quote their rate in the "Financial Bid " (Annexure 'C'). The rates shall be quoted in the words as well as the figures and if any discrepancy is found between the words and figures then rates quoted in words shall prevail and shall be considered for evaluation. The CA Firm (professional) should fill in the blanks and quote the rates strictly as per price schedule.

07 PAYMENT:

Payment will be made on monthly basis after completion of work as per scope of work and satisfactory report.

08 STATUROYTY RULES AND REGULATIONS:

CA firm will work perform under existing rules and regulations of Government of India and Government of Rajasthan.

09 DISCIPLINE:

The CA firm shall ensure that their employees maintain proper disciplines and decorum at the all places of RSIC.

11 SUBLETTING OF THE CONTRACT:

The CA Firm (consultant) shall not sublet, transfer or assign this contract to third party without the prior written permission of the RSIC. If it is found that the CA Firm (consultant) has sublet, transferred or assigned the work , the same shall be terminated after giving due notice to the CA Firm (consultant).

12 JURISDICTION:

All questions, disputes or difference arising under or out of or in connection with the contract shall be subject to the jurisdiction of Jaipur Court only.

13 ARBITRATION:

If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Managing Director or his or her nominee Rajasthan Small Industries Corporation Ltd., Jaipur and whose decision will be final and binding on both the parties.

SCOPE OF WORK

SNo.	Work	Particulars
01	Income Tax	<ul style="list-style-type: none"> • Filing of Quarterly E-returns and Annual Income Tax/TDS Returns • Filing of Revised E-returns of Form 24Q & 26Q • Generation of Forms 16 and Forms 16A. • General Consultation work relating to Income Tax/ TDS • Audit and Assessment of Income/TDS Tax Old Years and Upcoming Years • Pursuing old Income/TDS Tax Cases and Refunds • Checking and Settlements of Defaults Old Years and Upcoming Years • Income Tax/TDS Appeals of Old Years and Upcoming Years • Reconciliation with 26AS
02	VAT	<ul style="list-style-type: none"> • Assessment of VAT & CST Old Years. • Revised Return of VAT & Annual Returns Old Years. • Checking and Settlements of Defaults/Demands Old Years. • Settlement of Mismatch Cases Old years from 2011-2017. • Refund of amount deposited by RSIC with Commercial Department.
03	Service Tax	<ul style="list-style-type: none"> • Revised E-returns of previous years of all units. • General Consultation work relating to Service Tax • Checking and Settlements of Defaults/Demands Old Years and Appeals pending CESTAT • Assessment of Service Tax Old Years. • Adjustment of Old Years service tax by filling of TRANS-1
04	GST and TDS on GST	<ul style="list-style-type: none"> • Preparation and Filing of GSTR-1, GSTR-3B, GSTR-7 and Annual E-returns. • General Consultation work relating to GST & TDS on GST • Addition/Modification of products and Services in existing registration • Reconciliation of Purchase and Sales Data with GST • Calculation of TDS liability • To get conduct GST & TDS on GST Audit • Other Misc. Work

05	Accounts	<ul style="list-style-type: none"> • Data entry and Maintaining of Books of Accounts with the help of adequate/sufficient tally operators who are having Accounts knowledge (one chartered accountant and one account assistant will be deputed for above work for minimum 10 days in a month). • Monthly Accounting return like Trial Balance, P&L A/c, Balance Sheet and Other Financial Statement shall be provided by 5th of the following month and half yearly accounts by 15th October. • Generation of data for filing Income Tax, TDS Returns, GST Returns, TDS on GST etc. • Reconciliation of ledger accounts of parties, Purchase & Sales Data with GST and Bank Reconciliation. • .Consolidating data of all the units and Preparation of Balance Sheet and Profit & Loss A/c and other financial statement required. • Other Misc. work assigned by Corporation. • Monthly Financial Statements. • Assistance in getting Statutory Audit in time.
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PROFILE OF CHARTERED ACCOUNTANT FIRM

S.No	Particulars	Details
1	Name of the CA firm	
2	Address of the CA firm	
3	Name of the Contact person with mobile number and landline number, E-mail address	
4	Work experience of the CA firm along with proof thereof	
5	Particulars of the Partners along with their qualifications	
6	Registration number in the Institute of Chartered Accountants of India along with certified copy thereof	
7	Details of work done or being done in various Government / Semi Government Organisation	
8	Details of available Accounts & Persncls.	
9	Any Other Information	

FINANCIAL BID

Professional fees inclusive of all charges

Rs.(in figures) _____

Rs. (in words) _____

Authorised Signatory along with Seal of the CA firm

AGREEMENT

THIS DEED OF AGREEMENT is made on thisDay ofTwo Thousand Seventeen at Jaipur City Rajasthan

1. The Rajasthan Small Industries Corporation Limited through its Secretary Ravi Shanker Agrawal, Udyog Bhawan, Tilak Marg, Jaipur hereinafter called RSIC or “the Corporation” of the one part” and
2. M/sThrough its Director/Proprietor/Partner Shriby Case Hindu resident ofhereinafter called “the C.A.Firm” of the other part.

WHEREAS the Corporation has invited offer Accounting and Taxation Work of RSIC and its Units situated at Rajasthan AND WHEREAS the C.A.Firm has submitted their offer.

AND WHEREAS the C.A.Firm after considering the same was issued a LOI vide No.

NOW THIS DEED OF AGREEMENT WITNESSES AS UNDER:

1. That in consideration of covenant for the payment, the C.A.Firm hereby covenants with the corporation to render all services in relation to Accounting and Taxation Work of RSIC Units mentioned in the work order and also undertakes to fulfil all its contractual obligation in time to the entire satisfaction of the Corporation.
2. That the corporation has agreed to award the work on the assurances given by C.A.Firm and in the belief that they have sufficient experience and capacity/ means to fulfil the works of the awarded contract and all the information provided is correct and nothing is false and misrepresented. In case any information is found incorrect by the Corporation, the Corporation will be free to terminate the contract forthwith without any prior notice and to recover all the damages from the C.A.Firm. The C.A.Firm further undertakes to submit on demand any further proof with regard to the information provided.
3. That the C.A.Firm has agreed to all terms and condition for Accounting and Taxation Work of RSIC Units including terms in the LOI no.dated.....issued by the Corporation is part of the agreement and all the terms and conditions mentioned therein, which are not inconsistent with the specific terms of the agreement also form part of the present agreement. In token of acceptance of all the documents mentioned herein above, parties have signed the documents.
4. That the Corporation will be free to terminate the contract in the interest of the Corporation at any time without assigning any reason and giving prior notice of 15 days.

5. That this agreement will remain in force for a period of twelve months which may be extended with mutual consent. The period of contract shall be initially for 12 months reckoned from the date of LOI. The CA Firm should complete all contractual formalities within 15 days from the date of placement of LOI, Contract may be extended on mutual consent.
6. No claim in respect of under payment of C.A.Firm shall be considered valid or shall be entertained unless a claim in writing is made within three months from the date on which payment of original claim thereof was made. Any claim for such under payment not received within the stipulated three months period shall be liable to be summarily rejected by RSIC whose decision shall be final in this respect.
7. CA Firm will paid monthly professional fees of Rs. _____ + GST. Representative of CA Firm will also visit units situated out of Jaipur i.e. ICD Jodhpur, Rajasthali Udaipur as and when required.
8. In case of any dispute, the decision of the Managing Director shall be final.
9. All disputes and differences arising out of or in any way concerning this contract, shall be referred to the Managing Director himself, herself or his or her nominees for the sole arbitration. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the Corporation that he has dealt with the matters to which the contract relates and that in the course of his duties.

As such arbitration shall be final and binding on the parties to the contract. If the person to whom the matter was originally referred to for arbitration becomes unable to function on account of vacation of office, transfer, resignation, the Managing Director shall nominate another person to take over this function as soon as possible. Such person shall proceed further from the stage where the matter was left by his predecessor. The arbitration shall given reasons for the award.

10. Any demand for arbitration in respect of any claim(s) of the C.A.Firm shall be in writing and made within one year of the date of termination or expiry of the contract or the arising of disputes or differences failing which the claims of the C.A.Firm shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of the liabilities under the contract.

11. ADMINISTRATIVE RESPONSIBILITY

- a. RSIC personnel will provide data and information to the CA Firm and their staff will attend office of the all units situated at Jaipur regularly and they will collect required information from the Units situated outside Rajasthan and complete day to day work relating to preparation of Accounts and Taxation work and dispose of the work with sitting in RSIC Units and Head office.
- b. Employees of tax, accounts & finance section RSIC will provide information / documents to the CA firm as per their advice.

c. CA firm will work under guidance/ administration and supervision of Chief Accounts Officer and MD of the Corporation.

12. CA firm will work perform under existing rules and regulations of Government of India and Government of Rajasthan.
13. The CA firm shall ensure that their employees maintain proper disciplines and decorum at the all places, and RSIC.
14. The CA Firm (consultant) shall not sublet, transfer or assign this contract to third party without the prior written permission of the RSIC. If it is found that the CA Firm (consultant) has sublet, transferred or assigned the work , the same shall be terminated after giving due notice to the CA Firm (consultant).
15. The CA Firm (consultant) shall execute an agreement with the RSIC on a stamp paper of appropriate value in the prescribed form within fifteen days from the date of placement of the order.
16. All questions, disputes or difference arising under or out of or in connection with the contract shall be subject to the jurisdiction of Jaipur Court only.
17. If any dispute cannot be settled amicably then it shall be referred to the sole arbitrator who shall be the Chairman and Managing Director or his or her nominee Rajasthan Small Industries Corporation Ltd., Jaipur and whose decision will be final and binding on both the parties.

For and on behalf of
The Rajasthan Small Industries Corporation Ltd.

For and behalf of
M/s.....

Witnesses:

1.....

2.....

Witnesses:

1.....

2.....

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

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

Signature of Tenderer_____

Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of
..... in response to their Notice Inviting Bid No.
Dated.....

I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued there under, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

(6) Fee for Filing Appeal

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

(7) Procedure for disposal of appeal

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

Signature of Tenderer_____

Form No. – 1 Memorandum of Appeal (See sub-rule 1 of rule 83) Memorandum of Appeal under the Rajasthan Transparency in Public

Procurement Act, 2012

Appeal No of
Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant :.....

(ii) Official address :.....

(iii) Residential address :.....

2. Name and address of the respondent(s)

(i)

(ii).....

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

4. If the Appellant proposes to be represented by :.....
arepresentativethenameandpostaladdress.....
of the representative.

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

6. Grounds of appeal:-

.....

.....(Supported by an affidavit)

7. Prayer

.....

Place

Date

Signature of Tenderer_____

Additional Conditions of Contract

1. **Correction of arithmetic errors.-**

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ;and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to(a)and(b)above.

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

2. **Procuring Entity's Right to vary Quantities.-**

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. **Dividing quantities among more than one bidder at the time of award.-**

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

Signature of Tenderer _____

