

**TENDER REF. NO.:** RGIPT/Jais/Accounts/2021-22/01

**Date:** 22<sup>nd</sup> February 2022



राजीव गांधी पेट्रोलियम प्रौद्योगिकी संस्थान  
जायस, अमेठी-229304  
उत्तर प्रदेश, भारत

**RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY  
JAIS, AMETHI– 229304  
UTTAR PRADESH, INDIA**

**e-TENDER NOTICE**

**For**

**PREPARATION OF ANNUAL FINANCIAL STATEMENTS AND  
INCOME TAX RELATED WORKS OF THE INSTITUTE**

Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Jais, Amethi, Uttar Pradesh has been established through an Act of the Parliament by the Ministry of Petroleum and Natural Gas (MoPNG), Government of India in 2008.

The Institute has been accorded the eminence of being an Institution of National Importance on the lines of the IITs. The Institute is associating with leading International Universities/ Institutions specializing in Petroleum Technology and Energy.

The Institute invites online bids from reputed, experienced & professionally competent Chartered Accountants Firms for preparation of “**Annual Financial Statements and Income Tax related works**” of the Institute.

### **CRITICAL DATE AND INFORMATION**

<b>Name of Work</b>	Preparation of Annual Financial Statements and Income Tax related works of the Institute.
<b>Tender No.</b>	RGIPT/Jais/Accounts/2021-22/01 dated 22.02.2022
<b>Date of Issue/publication of Tender Notice</b>	23rd February 2022
<b>Bid Document Download Date &amp; Time</b>	23.02.2022, 05:00 PM
<b>Pre-Bid Meeting Date, Time &amp; Venue (All queries shall be discussed in the Pre- Bid Meeting.)</b>	04 March 2022, 03:00PM, Admin Building, 2 <sup>nd</sup> Floor Conference Room, RGIPT Campus Jais, Amethi UP.
<b>Bid Submission Start Date &amp; Time</b>	24.02.2022, 09:00AM.
<b>Last Date and time of submission of Bids</b>	15 March 2022, 12:00 PM.
<b>Date and time of opening of Technical Bids</b>	15 March 2022, 04:00 PM.
<b>Date and Time of Interview/Presentation</b>	Shall be intimated through email.
<b>Date and time of opening of Financial Bids</b>	22 March 2022, 04:00 PM.
<b>Contact person &amp; address for communication</b>	Assistant Registrar (Accounts) Phone No. +91-9616746222 Email: accounts.office@rgipt.ac.in Rajiv Gandhi Institute of Petroleum Technology, Bahadurpur, Harbanshganj, Jais, Amethi– 229304, U.P.

**Notes:**

1. Details regarding the tender are available on website of the Institute <https://www.rgipt.ac.in> and **CPP Portal** Tender document may be downloaded from above mentioned websites. Bidders are therefore, requested to visit the websites regularly to keep themselves updated. Any Addendum/Corrigendum will be displayed on the aforesaid websites only.
2. For submission of e-Bids, bidders are required to get themselves registered with CPP Portal.

3. The HARD COPY of original Bid documents (Only Technical Bid documents) along with payment proof pertaining to EMD and Tender processing fee to be sent to the Institute at the address indicated below on or before bid opening date/time as mentioned in critical date sheet.
4. Tender documents received in incomplete shape or beyond the stipulated period shall not be entertained under any circumstances. The authority reserves the right to accept or reject any or all tenders without assigning any reason thereof.
5. Tender Fee (Non-Refundable Rs. 3540/- (Including GST))
6. Earnest Money Deposit (EMD) of Rs. 25,000/- (Exempted in case of MSME registered, certificate to be enclosed) in the form of NEFT/Demand Draft, Fixed Deposit Receipt, Bankers Cheque issued by any Nationalized Bank in favour of “**Rajiv Gandhi Institute of Petroleum Technology, payable at Jais**”.

**Bank Account Details of the Institute:**

**Name: Rajiv Gandhi Institute of Petroleum Technology**

**Bank: Bank of Baroda**

**Address: RGIPT Campus, Bahadurpur Jais, Amethi.**

**Account No. 594801000001**

**IFSC Code: BARB0JAICAM (5<sup>th</sup> Character is ZERO)**

**ADDRESS OF THE INSTITUTE:**

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY, Mubarakpur, Mukhtia More, Bahadurpur, Post: Harbanshganj, Jais, Amethi, Uttar Pradesh 229304, Website: [www.rgipt.ac.in](http://www.rgipt.ac.in)

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## **INTRODUCTION**

Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Jais, Amethi, Uttar Pradesh has been established through an Act of the Parliament by the Ministry of Petroleum and Natural Gas (MoPNG), Government of India in 2008.

The Institute has been accorded the eminence of being an Institution of National Importance on the lines of the IITs. The Institute is associating with leading International Universities/ Institutions specializing in Petroleum Technology and Energy.

The prime objective of the Institute is to provide education, training, and research to roll out efficient human resources, and to meet the growing requirements of the Petroleum and Energy sector.

The main campus of the Institute is located at Jais, Amethi, Uttar Pradesh and B. Tech., M. Tech., MBA and Ph.D. programmes from there. The Institute has set two centres, namely- Assam Energy Institute (AEI), Sivasagar and Energy Institute, Bengaluru (EIB) to offer Diploma and M. Tech. programmes respectively.

RGIPT invites online bids to engage a Chartered Accountant Firm for the preparation of Annual Financial Statements, compliance under Income Tax Act. and other works as defined in scope of works.

The contract shall be initially for a period of 1-year (One-Year), which may be extended for further desired periods based on the satisfactory performance of the CA Firm and requirement of the Institute on mutually agreed terms and conditions. However, a maximum of 5% to 7% of the contract value can be hiked after 3 years of continuous contract.

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>.

### **A). Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sift/ nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/ e-Token.

### **B). Searching for Tender Documents**

1. There are various search option built in the CPP Portal, to facilities bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, location, Date Value, etc. there is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'my Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **C). Preparation of Bids**

1. Bidder should take into account any corrigendum published on the tender document before submitted their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders can use “My space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My space” area while submitting a bid, and need not be upload again and again. This will lead to a reduction in the time required for bid submission process.

#### **D). Submission of Bids**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. **Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.** If the price bid has been given as a standard BOQ format with the tender document, then the same is to be download and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders; opening of bids etc. the bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid, this acknowledgement may be used as an entry pass for any bid opening meetings.

#### **E). Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk.

#### **Eligibility Criteria of the CA Firm -**

- i. Must be registered as Chartered Accountancy Firm and having in profession for at least 10-years. **Enclose copy of certificate issued by the ICAI.**
- ii. Having a registered / branch office in Lucknow, Kanpur, Prayagraj or in any nearby city of Amethi, Uttar Pradesh.
- iii. Having overall experience of at least 10-years' experience in Accrual Accounting System. **Enclose copy of experience certificate.**
- iv. Having experience in the preparation of Financial Statements for any IITs, IIMs, NITs, ISERs, Central Universities, Central Autonomous Higher Education Institutions, Central Government Organizations/ central PSUs on Accrual Accounting Principles, audited by C&AG in past 5 years.
- v. Have successfully completed any assignment with value of single PO/Work Order of ₹10.00 lakhs during past 5-years. **Enclose copy of such PO/ Work Order.**
- vi. CA Firm should not be blacklisted by any central/state government organizations or by any private companies. **Enclose Non-Blacklisting Certificate.**
- vii. Average Annual Financial Turnover should be ₹50 (Fifty) lakhs or more in the preceding 3 (three) FY i.e., 2018-19, 2019-20 and 2020-21. **Certified copies of Audited Financial Statements for these years and ITRs Acknowledgements should be enclosed.**
- viii. Must have registered under the Goods & Services Tax (GST) Act and Income Tax Act. **Enclose copies of PAN and GST.**
- ix. Submission of EMD of Rs. 25,000/- (Exempted in case of MSME firm on production of valid certificate).
- x. Tender acceptance letter must be attached along-with the technical bid.
- xi. Tender Processing Fee (Non-Refundable Rs. 3540/- (Including GST)

- xii. Bidders are requested to send their original hard copy of the **ONLINE UPLOADED TECHNICAL BID DOCUMENTS** to the registered official address

**Subject: “Tender Reference No.: RGIPT/Jais/Accounts/2021-22/01 Dated 22<sup>nd</sup> February 2022 Preparation of Annual Financial Statements and Income Tax related works of the Institute.**

**Assistant Registrar (Accounts)  
RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY  
Mubarakpur, Mukhtia More, Bahadurpur, Post: Harbanshganj, Jais,  
Amethi, Uttar Pradesh 229304,**

*Note: Hardcopy of the BOQ/Financial bid needs to be uploaded in online mode only and need not send its hard copy.*

#### **TECHNICAL BID:**

Signed copies of following documents must be uploaded in “Technical Bid” through CPP Portal.

1. Signed copy of Bank details.
2. Signed copy of work experience.
3. Signed copy of certificate of GST, PAN.
4. Signed copy of Firm Registration Certificate issued by ICAI.
5. Signed copy of work completion certificate/ PO/work order etc.
6. Signed copy of any other document(s) mentioned in tender document.
7. Signed copy of Audited Financial statements of the firm for last 3 Financial Years i.e., 2018-19 to 2020-21.

**NOTE -** *No indication of the rates/amounts be made in any of the above documents of Technical Bid uploaded online.*

#### **UPLOADING OF FINANCIAL BID/BOQ THROUGH CPP PORTAL:**

- A.** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees only.
- B.** In preparing the financial bids, bidders are expected to consider the requirements and conditions laid down in this Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- C.** The Financial bid should be inclusive of all applicable taxes, duties, fees, levies, and

other charges imposed under the applicable laws.

## **BID VALIDITY-**

- A.** All the Bids must be valid for a period of 180 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- B.** RGIPT reserves the right to reject any or all the bids without assigning any reasons thereof.

### **1. Period of Contract-**

The contract shall be initially for a period of 1-year (One-Year), which may be extended for further desired periods based on the satisfactory performance of the CA Firm and requirement of the Institute on mutually agreed terms and conditions. However, a maximum of 5% to 7% of the contract value can be hiked after 3 years of continuous contract.

### **2. Modification / substitution/ withdrawal of bids:**

- A.** No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- B.** Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**REJECTION OF THE BID:** The bid submitted shall become invalid if: -

1. The bidder is found ineligible.
2. The bidder does not submit all the documents as stipulated in the bid document.

## **SELECTION CRITERIA:**

### **Phase-I: Technical Evaluation**

Technical evaluation will be done based on the information given by technical bid submitted by the bidders and followed by the interview.

Bid containing partial, incomplete, uncleared and irrelevant information will be summarily rejected. Technical declaration must be supported with relevant documents. Discrepancy in relevant supporting documents and technical compliance sheet shall lead to rejection of the technical bids.

### **Phase-II: Financial Evaluation**

Bidders should quote their rates/prices in Indian Rupees only which shall be exclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

1. Financial bids of only technically qualified bidders shall be opened.
2. Financial evaluation is purely done on the total financial implication.
3. Any irrelevant, unreasonable assets rate quotes will be summarily rejected.

### **Evaluation of Technical and Financial Bids:**

1. Selection of the successful bidder shall be based on techno-commercial combined score. Weightage of 60% and 40% shall be given to technical criteria(including interview) and financial bid respectively. Minimum technical score required is 60 marks out of 100 marks with qualification in each criteria. Any bidder scoring technical score of less than 60 marks will not be considered for financial evaluation.
2. Technical Bids shall be opened first and evaluated for the bidder's eligibility criteria, bid completeness, bid conformity, bid responsiveness, before opening Financial Bid.
3. **Techno-Commercial Score:** The final score shall be calculated for all technically qualified bidders using the formula:  $[(\text{Technical score} / \text{Highest Technical Score}) \times 60\%] + [(\text{Minimum Financial quote} / \text{quoted price of the Bidder}) \times 40\%]$ .
4. The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.
5. The decision of RGIPT shall be final and binding on all the Bidders to this document. RGIPT reserves the right to accept or reject an offer without assigning any reason whatsoever.
6. The financial bids shall be opened for the firms getting minimum 60 marks in technical evaluation.
7. In case of a tie, preference will be given to the bidder who have secured higher technical score.
8. In order to understand profile of the firm and to have a clear understanding of the areas in which firm is having requisite expertise, RGIPT may at its absolute discretion invite one or more or all the bidders for further presentation.

9. RGIPT reserves all rights to accept or reject any or all proposals without assigning any reasons; and
10. Bidders should submit their Technical & Financial Bids strictly in the format given in Annexure 3 and Annexure 4, respectively.

### **SCOPE OF WORKS:**

The contract is essentially for providing services as mentioned below:

#### **Job-1**

##### **I. Preparation of Annual Accounts of the Institute, which includes-**

- a) Scrutiny/ verification of all entries passed during the period confirming dual entry system.
- b) Scrutiny/ verification of all entries in Ledger Accounts.
- c) Scrutiny/ verification of other staff advances.
- d) Scrutiny/ verification of Realization and payment of statutory dues.
- e) Assessment and provisioning of liabilities both against POs and other payments.
- f) Adjustment of previous year liabilities provided.
- g) Identification and Capitalization of Fixed Assets and reconciliation with Stores & Purchase.
- h) Inter-Account Reconciliation.
- i) Checking of Bank Reconciliation.
- j) Preparation of yearly Students Fees Reconciliation.
- k) Computation of Interest/Accrued Interest on Investment
- l) Scrutiny/ verification of Trial Balance.
- m) Preparation of financial statements comprising Significant Accounting Policies, Statement of Income & Expenditure, Balance Sheet, Receipts and Payments Account, and Schedules & Annexures forming part thereof and Notes on Accounts, in the format followed by the Institute.
- n) In case of any change in Administrative/ Accounting structure of the Institute, contractor shall also abide by that.

##### **II. Assisting the Institute in compliance of:**

- a) All audit observations related to the Balance Sheet and its entries.
- b) Tax authorities for providing information related to their queries on balance sheet figures.
- c) To provide opinion/ advice on the issues raised during routine works/audit/ enquiry/ assessment conducted by the CAG & other authorities and drafting replies including vetting of the details/ documents to be furnished to the authorities.

**III.** Any other works as assigned by the Institute as per requirement.

#### **Job-2**

- A. Preparation and issuance of Form 15-CA/CB for Forex Remittance through Letter of Credit (LC) and Wire Transfer against procurement and other services taken by the Institute.

**Job-3**

- A. Preparation and filing of Annual Income Tax Return/ Audit Report of the Institute. The firm shall be responsible for any query etc. raised by Income Tax Department, till the assessment of the years mentioned above is completed and refund if any, is received by the Institute.

**Job-4**

- A. Preparation and filing of quarterly TDS Return under various Income Tax Section (TDS on Salary and other than salary) of the Institute including correction/ Revision of return. Issuance of Form-16 and Form 16A on quarterly/ yearly basis.

**Job-5**

- A. To prepare opinion paper, query sheet, submissions, briefings and affidavit, as and when required, for appeals before various appellate authorities.

**Job-6**

- A. To provide written opinion/ Consultancy on Income Tax and other accounting/Financial matters.

**Job-7**

- A. Preparation of monthly Bank Reconciliations by 7<sup>th</sup> day of the succeeding month.  
B. Bank wise reconciliation of quarterly interest earned on Investment.

**General Terms & Conditions:**

1. Enquiry may be sent to email id [accounts.office@rgipt.ac.in](mailto:accounts.office@rgipt.ac.in).
2. The Bid should be submitted as per the instruction given in tender document.
3. The Services mentioned in enquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
4. Other charges, duty, taxes should be clearly mentioned.
5. Quotation should have validity of at least 180 days from the date of opening.
6. The rates quoted should be in metric units/Nos, otherwise your quotation is liable

- to be ignored.
7. The right to reject all or any of the quotations and to split up the requirements or relax any or all of the above conditions without assigning any reason is reserved.
  8. The bidder should not have been convicted by a Court of Law or indicted by a regulatory authority for any offence against it, should not have been blacklisted due to default in the performance of contract for any purposes and should not have any investigation pending against it or against the Principal Officer of the bidder.
  9. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform RGIPT, detailing the conflict in writing as an attachment to this Bid.
  10. Filling up the 'Tender acceptance letter' on company letter head is mandatory.
  11. Any dispute is subject to Amethi Jurisdiction.
  12. Performance security as per Government norms.
  13. No Travelling Charges will be provided by the Institute.

## **COMMERCIAL TERMS AND CONDITIONS**

### **1. DEFINITIONS**

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and the Bidders by putting their signature and stamp on each page of this Section are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

1. "Contract" means the agreement of the Parties relating to the procurement of Services / or the RGIPT Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the RGIPT Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions.
2. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the RGIPT Purchase Order and any agreed in writing by the RGIPT legal successor(s) in title.
3. "Day" means any calendar day.
4. "Delivery Date" means the latest possible date by which the Service shall be delivered by the Contractor to the RGIPT, as specified in the 'DELIVERY DATE' named field of the RGIPT Purchase Order.

## **2. CONCLUSION OF THE CONTRACT**

1. The Contract is made between the RGIPT and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of execution of the services.
2. The Contract shall be concluded upon the Contractor duly following the countersigning.

## **3. DELIVERY AND TAKE OVER OF SERVICES:**

The firm shall provide services at RGIPT Campus, Jais, Amethi, UP by deputing its staff physically on requirement basis. On behalf of the RGIPT, a duly authorized representative(s), shall monitor and/ or receive services. Takeover of services by the RGIPT shall not to be deemed acceptance of the service by RGIPT. The timelines of delivery as specified in the contract/ PO with the scope of work specified shall be strictly adhered to, and time shall be of the essence. The firm should place adequate manpower at RGIPT as per the requirement of the Institute. TA for travelling would not be admissible.

## **4. PRICE**

The price of the Services shall be as stated in the Purchase Order and may not be increased.

## **5. PAYMENT**

1. Unless otherwise stipulated in the Purchase Order, the RGIPT shall make payment within Thirty (30) Days after the submission of Invoice on monthly basis and depending upon frequency of services provided.
2. All invoices shall be in original and shall contain the RGIPT Purchase Order number, and a description of all of the services delivered. The currency of invoice and payment shall be in INR and a separate invoice shall be submitted for each services rendered.
3. Payments shall be made in INR and paid directly into the nominated bank account of the vendor.
4. The RGIPT shall not pay any charge for late payments.

## **6. OBSERVANCE OF LAW AND LICENSES**

1. The Firm shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If any license or any other governmental authorization is required for the Services, it shall be the obligation of the Firm to obtain such license or governmental authorization. In the event of the Firm's failure to obtain such license or authorization within a reasonable time, the RGIPT may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the RGIPT shall suspend execution of the Contract.
2. Where such errors, irregularities or fraud are attributable to the Firm, the RGIPT may also

refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

## **7. DEFAULT AND DAMAGES**

- A.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
- ✓ Provide all or any of the services under the Purchase Order.
  - ✓ comply with any or all the terms and conditions set out in the Purchase Order; or
  - ✓ Provide any or all of the Services under the Purchase Order on or before the Delivery Date.
- B.** The RGIPT may hold the Contractor in default under the Purchase Order.
- C.** When the Firm is thus in default, the RGIPT may, by written notice to the Firm, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Firm is in default.
- D.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Firm is in default, the RGIPT may engage another firm to deliver the Services and recover any difference in price and any additional costs from the Firm.

## **14 PENALTIES**

If, in accordance with clause 15, the RGIPT imposes penalties on the Contractor, such penalties shall amount to zero-point five percent (0.5%) of the total Purchase Order price for each week following the initial Delivery/Service Date specified in the Purchase Order but shall not amount to more than five percent (5%) of the total Purchase Order value. The penalties for the delay may be deducted by RGIPT from any sum(s) due, or to become due, by the RGIPT to the Contractor.

## **15 ASSIGNMENT**

- A.** The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the RGIPT. Any assignment made without such consent shall be void and of no effect.
- B.** The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the RGIPT. The RGIPT may require the Contractor to furnish particulars of the proposed subcontract as the RGIPT deems necessary.
- C.** The RGIPT approval of any subcontracting shall not relieve the Contractor from any

liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

## **16 INSOLVENCY AND BANKRUPTCY**

- A.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the RGIPT may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- B.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the RGIPT may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

## **17 TERMINATION**

The RGIPT shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a one month notice to the Contractor.

## **18 WAIVER**

A waiver of any breach of or default under the Contract/ PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract/ PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

## **19 DISCRETION AND CONFIDENTIALITY**

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorized in writing by the RGIPT, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the RGIPT. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

## **20 NOTICES**

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail to the other Party at the following:

- A.** for the RGIPT: the contact details set out in the 'RGIPT BUYER' name field of the Purchase Order; and
- B.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the

## **21 SETTLEMENT OF DISPUTES**

- A.** The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.
- B.** If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of RGIPT, who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of RGIPT. The place of arbitration shall be Amethi, and the language used in the arbitration proceedings shall be English.
- C.** All disputes are subject to jurisdiction of Amethi courts.

## **22 AMENDMENT**

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorized representative of each Party.

## **23 VALIDITY**

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

## **24 ENTIRE AGREEMENT**

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

**Tender Submission Letter**  
(To be submitted on Bidder’s letter head)

**To**  
**The Registrar**  
**Rajiv Gandhi Institute of Petroleum Technology**  
**Jais, Amethi-229304, UP.**

**Subject: Tender No. RGIPT/Jais/Accounts/2021-22/01 dated 22<sup>nd</sup> February 2022 for Engagement of Chartered Accounts Firm for preparation of Annual Financial statements and Income Tax related works of RGIPT, Jais.**

Dear Sir,

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by RGIPT.

Further, I/we agree, that RGIPT reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that RGIPT reserves the right to consider/ reject any or all applications without assigning any reason thereof.

**Date:**

[Signature]

**Place:**

(Name of Authorised Signatory)

Designation

[Organization Seal]

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date: \_\_\_\_\_

**To,**  
**The Registrar**  
**Rajiv Gandhi Institute of Petroleum Technology**  
**Jais, Amethi-229304, UP.**

**Subject: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** RGIPT/Jais/Accounts/2021-22/01 dated 22<sup>nd</sup> February 2022 for preparation of Annual Financial statements and Income Tax related works of RGIPT Jais.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from the web site(s) <https://www.rgipt.ac.in> or [CPP Portal](#) as per your advertisement, given in the above-mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. 03 to 26 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions mentioned in tender document(s)/ corrigendum(s) in its totality/ entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by our Firm is true & correct and that in the event, the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**QUALIFICATION INFORMATION FORM**  
(BIDDER TO SIGN WITH THE DATE AND PUT HIS SEAL ON THIS FORM)

General Information:

Sl. No.	Particulars	Bidder's response	Document Page Nos
1.	Name of Chartered Accountancy Firm		
2.	Address of the Chartered Accountancy firm		
3.	Year of Registration/Incorporation		
4.	Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender: Name of the person Telephone No (Landline) Mobile No. E-mail Id		
5.	Whether MSME/ MSE		
6.	Details of the Bank Account of the Bidder Name of the Bank Branch and address IFSC Code		
7.	The Bidder should be a CA Firm registered with ICAI with minimum experience of 10 Years		
8.	The bidder should have an average turnover of Rs. 50 Lakh or more, preceding three Financial Years i.e., FY: 2018-19, 2019-20 and 2020-21.		
9.	The Bidder should have successfully completed any assignment with value of single PO/Work Order of ₹10.00 lakhs during past 5-years		
10.	The Bidder and its Partners should not have any conflict of interest with RGIPT and accordingly, they should have declared in the manner advised in this Tender Document.		
11.	Bid shall not be submitted in consortium.		
12.	The Bidder must have registered with Income Tax (PAN) & GST.		
13.	EMD		
14.	Tender Processing Fee (Non-Refundable Rs. 3540/- (Including GST)		
15.	Whether form have registered/branch office in Lucknow, Prayagraj or in any nearby city of Amethi, UP.		
16.	Bidder Having experience in the preparation of Financial Statements for any IITs, IIMs, NITs, ISERs, Central Universities, Central Autonomous Higher Education Institutions, Central Government Organizations/ central PSUs on Accrual Accounting		

	Principles, audited by C&AG in past 5 years.		
17.	Firm should not be blacklisted by any central/state government organizations or by any private companies.		

Date:  
Place:

[Signature]  
(Name of Authorized Signatory)  
Designation  
[Organization Seal]

**Note: All the above responses from Sl. 01 to 16 must be supported by the relevant document.**

**“Annexure-D”**

**Financial information**

<b>Turnover of last three financial years of the bidder</b>			
<b>Year</b>	<b>Net Worth (In Rs.)</b>	<b>Revenue (In Rs.)</b>	<b>Net profit (In Rs.)</b>
2018-2019			
2019-2020			
2020-2021			

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Details of Work Experience**

(To be given on Company Letter Head)

Name of the CA Firm: \_\_\_\_\_

Sl. No.	Client Name & Complete Address.	Contract Description (Work Assigned)	Contract Value (In Rs.)	Contract start date	Contract end date	Whether contract successfully completed (Yes/ No)	Name, Address, telephone no. of the Client.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Note:** The Bidder must submit information of only those clients their PO/Work Order Value is Rs. 10.00 Lakhs and more.

**Bid Security Declaration**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

**The Registrar**  
**Rajiv Gandhi Institute of Petroleum Technology**  
**Jais, Amethi-229304, UP.**

**Sub: Certificate for bid security declaration**

Ref. Tender Reference No: Tender No. RGIPT/Jais/Accounts/2021-22/01 dated 22<sup>nd</sup> February 2022 for Engagement of Chartered Accounts Firm for preparation of Annual Financial statements and Income Tax related works of RGIPT, Jais.

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit, and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity I may be suspended for a period of 3 years."

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Financial Bid**

**Please refer BOQ Excel Format and upload the same online on CPP Portal.**

Date:  
Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Declaration that the Bidder has not been blacklisted**

(To be submitted on Bidder’s letter head along with Technical Bid)

To  
**The Registrar**  
**Rajiv Gandhi Institute of Petroleum Technology**  
**Jais, Amethi-229304, UP.**

**Subject:** Tender No. RGIPT/Jais/Accounts/2021-22/01 dated 22<sup>nd</sup> February 2022 for Engagement of Chartered Accounts Firm for preparation of Annual Financial statements and Income Tax related works of RGIPT, Jais.

Dear Sir,

I/We confirm that my/our firm/organization is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Place:

[Signature]  
(Name of Authorised Signatory)  
Designation  
[Organization Seal]

**Note: In absence of above declaration/certification, the Bid is liable to be rejected.**