



राजीव गाँधी पेट्रोलियम प्रौद्योगिकी संस्थान जायस, अमेठी, उ. प्र.  
RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY  
Jais, Amethi (U.P.) – 229 304  
Website: [www.rgipt.ac.in](http://www.rgipt.ac.in)

**NOTICE INVITING TENDER FROM CHARTERED ACCOUNTANT FIRMS**

**Tender No.: RGIPT/JAIS/CA/2020-21/01,**

**dated: 09.04.2020**

Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi-229304, Uttar Pradesh, India invites online tender from Chartered Accountant Firms for its accounting, tax filing and other related works for the financial year 2020-21, which may further be extended for next year(s) on satisfactory performance of the work.

The firms should mandatorily have experience of doing similar kind of work in IITs/IIITs/NITs/ Central Universities/Central Government funded Educational Institutions/Autonomous Bodies.

Tender Documents may be downloaded from RGIPT website  
<https://www.rgipt.ac.in/tenders>

Bid Submission Start Date	:	10.04.2020
Pre-Bid Meeting Date	:	01.05.2020 at 2 pm
Bid Submission End Date	:	10.05.2020 by 3 pm
Technical Bid Opening Date	:	10.05.2020 at 4:30 pm

Sd/-

**Registrar**

Rajiv Gandhi Institute of Petroleum  
Technology, Jais, Amethi -229304

## **CONTENTS OF TENDER DOCUMENT**

Hiring of services of Chartered Accountant firms for the F.Y. 2020-21

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
I	Notice Inviting E-Tender	3-4
II	Instructions to Bidders	5-9
III	Introduction	10
IV	Definitions	11
V	Terms of Reference (Scope of works, etc.)	12-16
VI	Minimum Eligibility Criteria-cum-Technical Bid	17
VII	Proforma for Technical Bid	18-19
Annexure-I	Details of CA Firm's Professional Income	20
Annexure-II	Format for providing details of experience of works	21
Section-VIII	Proforma for Financial Bid	22-23
Section - IX	Technical and Financial Evaluation Criteria	24-25
Section -X	General Condition of Contracts	26-30
Section-XI	Service Level Agreement	31-33
Annexure-III	Format for Performance Bank Guarantee (PBG)	34-35

### **SECTION - I**

## **(NOTICE INVITING TENDER)**

1. On behalf of the Registrar, RGIPT Amethi, tender from eligible, experienced Chartered Accountants Firms for doing various accounting works, filing of tax and other related works of the Institute is invited.
2. Tender Documents may be downloaded from RGIPT website <https://www.rgipt.ac.in/tenders>.
3. All bids shall be addressed to Registrar, RGIPT, Amethi and deposited at 1<sup>st</sup> Floor, Admin Building, RGIPT Plaza, Amethi. Further, all communications should be addressed to The Registrar, Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi – 229304.
4. The Institute shall not be responsible for any delay in submission of Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained. Further, the Earnest Money shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.
5. A Demand Draft for an amount of Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only) { inclusive of 18% GST} (non-refundable) from Nationalized/ Scheduled bank drawn in favour of "Registrar, RGIPT" payable at Amethi has to be submitted along with the GST details of the Firm and addressed to the Registrar, Rajiv Gandhi Institute of Petroleum Technology , Jais, Amethi – 229304. Bidders are requested to write their firm's name and full address at the back of the Bank Draft / Bankers Cheque submitted.
6. The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be submitted in the form of Demand Draft drawn on Nationalized/ Scheduled bank in India in favour of "Registrar, RGIPT" payable at Amethi and be sent to the Registrar, Rajiv Gandhi Institute of Petroleum Technology , Jais, Amethi – 229304. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. After award of contract, the Company/Firm/Agency has to deposit specified performance security deposit. Performance security will remain valid for 1 month beyond the date of completion of all contractual obligations.
7. Conditional bids shall not be considered and will be rejected out rightly.
8. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.
9. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
10. Any subsequent Updates, Addendums, Corrigendums, etc, if any, will be published only on the website [www.rgipt.ac.in](http://www.rgipt.ac.in). All bidders are required to regularly check the websites for any update(s).

## **CRITICAL DATA SHEET**

Date of Issue/Publication of Tender Notice	10.04.2020 (12:00 Hrs)
Bid Submission Start Date	10.04.2020 (12:30 Hrs)
Pre-Bid Meeting Date, Time & Venue (All queries shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders)	01.05.2020 (14:00 Hrs)
Bid Submission End Date	10.05.2020 (15:00 Hrs)
Technical Bid Opening Date	10.05.2020 (16:30 Hrs)
Tender Processing Fees (Non Refundable)	Rs.2,360/-
Earnest Money Deposit	Rs. 25,000/-
Address For Communication	Registrar, Rajiv Gandhi Institute of Petroleum Technology, Amethi – 229304, U.P. Email: <a href="mailto:registrar@rgipt.ac.in">registrar@rgipt.ac.in</a>
Contract Duration	Initially for one year (Extendable for next year on satisfactory performance to be reviewed and assessed at the end of every year)

**Sd/-**  
**Registrar,**  
**Rajiv Gandhi Institute of**  
**Petroleum Technology**  
**Jais, Amethi – 29304,**  
**E-mail:**[\*\*registrar@rgipt.ac.in\*\*](mailto:registrar@rgipt.ac.in)

## SECTION - II

### Instructions to Bidders

#### 1. Scope of Work

Scope of work is provided in Section-V of this document.

#### 2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

#### 3. Tender Processing Fee

The tender processing fee of Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only) { inclusive of 18% GST} (non-refundable) from Nationalized/ Scheduled bank drawn in favour of “Registrar, RGIPT” payable at Amethi has to be submitted along with the GST details of the Firm and addressed to the Registrar, Rajiv Gandhi Institute of Petroleum Technology , Jais, Amethi – 229304. Bidders are requested to write their firm’s name and full address at the back of the Bank Draft / Bankers Cheque submitted.

#### 4. Earnest Money Deposit (E.M.D.)

The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of “ Registrar, RGIPT” payable at Amethi. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

#### 5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Invitation of Bids, the bidding documents shall include:

- (a) Instructions to Bidders (ITB);
- (b) Introduction
- (c) Definitions
- (d) Details of Requirement
- (e) Scope of Work
- (f) Minimum eligibility criteria required for bidding
- (g) Proforma for Technical & Financial Bids
- (h) Evaluation Scheme
- (i) General Conditions of Contract (GCC);
- (j) Service Level Agreement

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

## **6. Amendment of Bidding Documents**

6.1 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 In order to facilitate prospective bidder's reasonable time within which the amendment, if any, may be accounted in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.

## **7. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

## **8. Documents Comprising the Bid**

### **8.1 Techno commercial un-priced bid and priced Bids:**

The bids are to be submitted in two parts in pdf format i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted along with the Demand Draft for Tender Processing Fee & EMD. Such bids without the above documents will not be considered.
- (b) Priced bid.

### **8.2 Techno commercial un-priced bid:**

Proforma for techno commercial un-priced bid is given at Section VII.

### **8.3 Price Bid**

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of completely filled financial bid in the proforma provided at Section VIII is to be submitted:-

- (i) The prices quoted must be net per unit as shown in the Section-VIII.
- (ii) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (iii) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period and the work fully effected and accepted or **12 months** from the date of acceptance of contract whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

## **9. Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **10. Period of Validity of Bids**

- 10.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.
- 10.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.
- 10.3 Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.

## **12. Deadline for Submission of Bids**

The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

### **Late/Delayed Bids**

The offers received after the due date and time will not be considered.

## **13. Modifications and Withdrawal of Bids**

- 13.1 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

- 13.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during aforementioned interval may result in the Bidder's forfeiture of its EMD.

#### **14. Opening of Techno commercial un-priced Bids**

All techno commercial un-priced bids (Cover-1) will be opened in the first instance.

#### **15. Clarification of Bids**

- 15.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- 15.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- 15.3 Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

#### **16. Evaluation of Techno commercial un-priced Bid**

- 16.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be rejected. No document will be accepted in support of essential criteria after the last date of submission of bids.
- 16.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

#### **17. Opening of Price Bids**

- 17.1 Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened.
- 17.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.



## **18. Evaluation and Comparison of priced Bids**

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not correct the errors, its bid will be rejected.

## **19. Institute's right to accept any bid and to reject any bid or all bids**

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

## **20. Award Criteria**

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Section IX will be declared qualified.

## **21. Notification of Award**

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

## **22. Fall clause**

- 22.1 The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.
- 22.2 The price charged for the stores supplied under the contract by the Company shall in no event exceed the lowest price at which the Company sells the stores of identical description to any other person during the period till performance of all contractual obligation placed during the currency of the contract is completed. If at any time during the period the Company reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 22.3 If it is discovered that the Company has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause (23.1) above, or (b) to terminate the contract with recovery of loss.

## **SECTION - IV**

### **Introduction**

Rajiv Gandhi Institute of Petroleum Technology, an Institute of National Importance under the Ministry of Petroleum & Natural Gas, Government of India requires the services of a reputed, well established and financially sound Chartered Accountants Firms for doing various accounting and filing of tax related works of the Institute.

A pre-bid meeting with the prospective bidders will be held 02.04.2020 at 12.00 Noon to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders, desirous to bid, should visit the Institute and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.

-----

## **SECTION - V**

### **Definitions:**

1. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘Service Provider’ in certain contexts) means any eligible firm or company or agency participating in a procurement process/work contract with a Procuring/offering Entity;
3. “(Standard) Bid(ding) documents” (including the term ‘tender (enquiry) documents’ ) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
7. “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organisation (e.g. Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services,. Errand/Messenger Services and so forth).
8. “Procurement Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Contract for other services’ under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Service Provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
9. “Service” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

## SECTION VI

### TERMS OF REFERENCE

#### 1. Scope of Work

**The works consists of following jobs (the bidder may submit quote for all of the jobs listed below or any selected ones):**

- Job. 1-** All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis on the format applicable to the Central Autonomous Bodies :
- (a) (i) Preparation of Income & Expenditure Statements, Receipt & Payment and Balance Sheet, - Rate may be quoted on per entry basis for the expected number of 12-15 thousand entries/vouchers for the F. Y. 2020-21.
- (ii) Preparation of Investment Chart Adjustment of income accrued.
- (iii) To provide the financial related data for any of financial year, required if any from the balance sheet, during the period of engagement of firm.
- (iv) To advise on any other matter related to finance & accounts, not mentioned above.
- (v) Updation of Fixed Assets Register for new addition of Equipment & Asset from the year 2020-21.
- (vi) To coordinate with Chartered Accountants previously hired by the Institute to finalize any matter due for the agreement period.

**Job. 2-** All the auditing works related to Sponsored Project:

- (a)** Auditing of project account and issuance of utilization certificates /expenditure certificate of Sponsored Project Account. - Rate may be quoted per UC per project basis  
(approximately 10-20 UCs are expected for the F.Y. 2020-21 in connection with approx. 100 no. of vouchers / challan under project)
- (b)** Preparation and issuance of 15CA/CB form for LCs and wire transfers - Rate may be quoted per Form basis  
(approximately 25-30 forms are expected for the F.Y. 2020-21)

**Job. 3 –** Filing of Tax return such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities:

- (a)** Filing of ITR - Rate may be quoted per year basis
- (b)** Filing of Return of TDS (24Q, 26Q and 27Q) (fresh return including correction return) - Rate may be quoted per case per quarter basis. However, no amount will be paid for correction return, if any.
- (c)** Filing of GST Return - Rate may be quoted per month basis (if returns are filed)  
(approximately 90-100 vouchers per month are expected for F.Y. 2020-21)
- (d)** Filing of Return of TDS under GST - Rate may be quoted per month basis
- (e)** Income Tax Assessment - Rate may be quoted per year basis

**Job. 4 –** Work pertaining to GST Audit of Accounts of the RGIPT and submission/e-filing of its report, etc. to the Central Govt. Tax Administrative Authorities:

(a) To conduct GST Audit of accounts of the RGIPT for the F.Y. 2018-19 & 2019-20 in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (including any enactments or amendments made as may be applicable from time to time).

The consolidated and single rate for both the jobs i.e. (a) and (b) may be quoted

(b) Submission/e-filing of GST Audit Report along with annual return and reconciliation statement as per section 44(2) of the CGST Act, 2017 in E-form GSTR-9C within the scheduled date and in the manner as specified / prescribed by Central Board of Indirect Taxes and Customs (CBIC).

**Job.-5 :** Providing of opinions on various cases pertaining to accounting and taxation matters **(rate may be quoted for per opinion basis.)**

**Remarks :** Please note that the quantum of works mentioned above are tentative and estimates on last year's record which may increase or decrease in the current financial year 2019-20.

## **2. Essential Terms & Conditions for completion of the works :**

1. The firm(s) has to depute one dedicated CA (mandatory of Job-1), who has an experience of at least 3 years for the works mentioned in job-1.
2. The Job-1 & 4 are time bound activity, therefore, these are to be completed latest by 30.04.2021 (for Job. No.-1) and by 30.09.2020 (for Job No. – 4).
3. For the Job No.-2 (a) regarding auditing of project account and issuance of UC, the terms and conditions are as under :
  - a) The Audited Utilization Certificate should be prepared on the prescribed proforma of the funding agency by indicating the receipt and expenditure under various heads on non-recurring and recurring grant duly supported by the abstract of the AUC on the prescribed proforma.
  - b) An observation report on each project account showing the difference if any, between AUC balance and ledger of the Institute will have to be submitted in a separate sheet attached to AUC so that the same may be incorporated and tallied with the ledger of the Institute, otherwise payment for the that AUC may not be released.

- c) A soft copy of AUC preferably on a CD will have to be provided by the firm to the R & D Section of the Institute for the record.
4. The Firm will have to provide weekly report to the office of the Registrar, RGIPT.
5. The work will be done at RGIPT-Administrative Block under supervision of the Institute Officials.
6. All the Financial statements including Balance sheet are required to be provided in hard copy.
7. The detail of receipts and payments of each account will have to be provided as per Budget Estimate.
8. Reply to draft SAR/AIR forwarded by CAG office will have to be submitted by Firm to the Institute within two days from the date of receipt by them.
9. The Institute will have all the rights to discontinue or extend the services of the firms on the basis of their work performances.
10. Rate may be quoted keeping in view of further amendment in existing tax laws including GST.

### **3. Time Period**

The Chartered Accountant firm will be required to provide the desired services initially for a period of One year i.e. F.Y. 2020-21 which may be extendable for another period of two years (on yearly basis) on satisfactory performance. Notwithstanding anything contained herein above, the Institute reserves the right to discontinue the services of Chartered Accountant firm in the event their services are found unsatisfactory at any time during the period.

### **4. Support and Input to the Firm**

The Institute shall provide working space, computer(s)/printers(s), to the Firm to perform its services. The Institute will also provide all primary data to the firm for carrying out the jobs listed in the schedule and scope of work.

### **5. Payment Terms**

The payment shall be made against the services provided by firm, subject to the following terms and conditions:

- i. The payment during the entire contract period may be made in accordance with the financial bid submitted by the selected bidder and accepted by the Institute. No price variation would be allowed during the contact period. The financial price quoted by the contacting firm shall be final. Based on performance, the Institute will consider giving increase every year, as decided later, on the price of the previous year for the next two financial years, if the contract is extended beyond 2020-21.

- ii. Any increase in statutory taxes during the contract period will be borne by the Institute.
- iii. TDS under Income Tax will be deducted at applicable rates.
- iv. All the payment shall be made on bill basis and payment scheduled for each job will be as under :

**Job-1** : 20% payment shall be made on quarterly basis at the end of each quarter for first three quarters, 30% payment will be made after finalization of Annual Accounts and remaining 10% after satisfactory completion of audit by the C. & A.G. of India.

**Job-2-a** : the payment shall be made on individual bill basis.

**Job-2-b** : the payment shall be made on individual bill basis.

**Job-3-a** : the payment shall be made on yearly basis.

**Job-3-b** : the payment shall be made on quarterly basis.

**Job-3-c** : the payment shall be made on monthly basis.

**Job-3-d** : the payment shall be made on monthly basis.

**Job-3-e** : the payment shall be made on yearly basis.

**Job-4 (a & b)** : the payment shall be made as a whole after completion of the work.

**Job-5** : the payment shall be made on quarterly basis.

- v. The Institutes reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing services. The decision of the Institute will be final in this regard.

## **6. Performance Security**

The successful bidder will be required to deposit 10% of the bid amount towards performance Security in the form of Bank Guarantee before execution of the agreement. The Bank Guarantee must be valid upto 30<sup>th</sup> April 2021. In case of further extension of the contract the Bank Guarantee will also be renewed accordingly on yearly basis i.e. upto 30<sup>th</sup> April 2022 and 30<sup>th</sup> April 2023 respectively.

## **7. Arbitration Clause**

In the event of any difference of dispute arising out of this contract, all efforts shall be made by both the Parties to settle the same amicably. Failing an amicable settlement, the dispute shall be finally settled through arbitration conducted under the Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award. The venue of arbitration, if any, shall be at Amethi.



## **SECTION - VII**

### **MINIMUM ELIGIBILITY CRITERIA-CUM-TECHNICAL BID**

**The bids of only those firms will be considered which satisfy all the following eligibility criteria:**

1. The Chartered Accountant Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number and GST Registration.
2. The Firm should have been in operation for at least 10 years after its registration.
3. The Firm must not have been convicted by the court of law (they must give a declaration)
4. The average annual income (i.e. average gross professional fees earned during the last 3 years) of the Firm in last 3 financial years i.e. (2016-17, 2017-18 and 2018-19) must be equal to or more than Rupees Fifty Lakhs (Rs. 50.00 Lakhs).
5. The Firm should have experience of at least one year in the last five financial years (i.e. from 2014-15 to 2018-19) in doing at least one of the similar works, as specified under Section-VI of this tender document, in the Central/State Autonomous Educational Institutions (i.e. in IITs, NITs, IISER, IIMs or other higher educational institutions)
6. The Firm having their registered head/branch office in U.P. will be preferred.
7. The Firm will have to submit an undertaking regarding acceptance of all the points mentioned under General Terms & Conditions at Section-X.
8. An affidavit, in original: Duly certified by a Notary that :
  - a. The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
  - b. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Court.
  - c. That there are no dues towards income tax as on the date of the affidavit.
9. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.
10. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents. Noncompliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.
11. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.

## SECTION - VIII

### 1. Proforma for Technical Bid

Sl. No.	Criterion	Details	
1.	Office Address of the firm		
	Name and address of the authorized official		
	Telephone no., Mobile, Email		
2.	The CA Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and must possess permanent account number (PAN) under Income Tax and registration under Service Tax (provide copies of all registration certificates)	Registered with ICAI, then mentioned Registration Number (Date of Registration No.)	
		PAN of CA Firm	
		GST Registration no.	
3.	The CA firm should be in operation for at least 10 years after its registration (provide necessary evidence)	Year of Registration/ Starting of operation	
		Nos. of years in operation after registration (in years)	
4.	Average Annual Income (i.e. average gross professional fee received/earned) of the CA Firm for the last 3 (three) years i.e. (2016-17, 2017-18 & 2018-19) must be equal to or greater than Rs. 25.00 lakh (Rupees Twenty Five Lakh) [Provide copies of the Audited Financial Statements for all the three years upto 31 <sup>st</sup> March, 2019 along with documents as per Annexure-I	Average Annual Income (i.e. Average Gross Professional Fees received/earned) of the CA Firm in last 3 (three) Rs. (in figure) ..... ..... Rs. in words ..... .....	
5.	Experience of handling following works in Central/State Autonomous Bodies, Central/State Government funded organizations/ Institutions/ Public Sector Undertakings :  (i) All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per the Job-1 of Section-VI).  (ii) Auditing of project account and issuance of UC/SE and preparation and issuance of	<b>Please provide the details in the specific format given at Annexure-II</b>	

	<p>15CA/CB form</p> <p>(iii) Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc.</p> <p>(iv) Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017</p> <p>(v) Providing of opinions on various cases pertaining to accounting and taxation matters</p>	
6.	Experience of the firm in doing similar works in Central/State Autonomous Educational Institutions (i.e. in IITs, NITs, IISER, IIM or other higher educational institutions)	<b>Please provide the details in the specific format given at Annexure-II</b>
7.	<p>Details of Earnest Money Deposit</p> <p>(i) DD No.</p> <p>(ii) Date</p> <p>(iii) Amount</p> <p>(iv) Drawn Bank</p>	
8.	<p>Details of Tender Processing Fees</p> <p>(i) DD/Cheque No.</p> <p>(ii) Date</p> <p>(iii) Amount</p> <p>(iv) Drawn Bank</p>	

Certified that the above particulars are correct. In the event of any information found to be incorrect the Institute is at liberty to reject the proposal of the CA Firm.

**Date :**

**Signature.....**

**SEAL :**

**Name and Designation.....**

## Annexure-I

### Details of CA Firm's Professional Income [Gross Professional Fees earned]

<b>Particular</b>	<b>Financial year 2016-17</b>	<b>Financial year 2017-18</b>	<b>Financial year 2018-19</b>	<b>Average Annual Income</b>
Annual Income* (Rs. in Lakh)				

\*Furnish the Audited Accounts of the Firm along with copy of the acknowledgement of Income Tax Return for all the 3 (three) years.

**Date :**

**Signature.....**

**SEAL :**

**Name and Designation.....**

## Annexure-II

### Format for providing details of experience of works

Sl. No.	Details of Works	Experience with Central/State Govt. Educational Institutions (i.e. in IITs, NITs, IISER, IIMs or other higher educational institutions)  (please indicate Yes / No)	If Yes, please mentioned the Institution(s) name	Reference of page no. on which the Documentary evidence is attached
1.	All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per the Job-1 of section-VI)			
2.	Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form			
3.	Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc.			
4.	Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017			
5.	Providing opinions on various cases pertaining to accounting and taxation matters			

**Note : Please provide all the experience of works related information in the above mentioned format, failing which, the bid may be rejected.**

## SECTION - IX

### **Proforma for Financial Bid**

Job No.	Description of Fees	Unit	Minimum Professional fee prescribed by RGIPT	Professional Fees (to be quoted per unit as mentioned in Col. No.3)	
				Rupees (in figure)	Rupees (in words)
[1]	[2]	[3]	[4]	[5]	[6]
<b>Job-1</b>	(a) All the works related to preparation of Annual Accounts & Balance Sheet on accrual basis  <b>(for all the works as mentioned at job no.1-(a) (i) to (vi) under Section-VI)</b>	Per entry basis  ( without vouchers)	Rs. 1.70 per entry  ( without vouchers)		
<b>Job-2</b>	All the auditing works related to Sponsored Project:				
	(a) Auditing of Project Account and issuance of Utilization Certificates/ expenditure certificate of Sponsored Project Account	Per UC basis	Rs. 810/- per UC		
	(b) Preparation and issuance of 15CA/CB form for LCs and wire transfer.	Per form basis	Rs. 600/- per form		
<b>Job-3</b>	<b>Filing of Tax return such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities</b>				
	(a) Filing of ITR	Per year basis	Rs.4500/- per year		
	(b) Filing of Return of TDS (24Q, 26Q and 27Q) (fresh return including correction return)	Per case per quarter basis for fresh return only However, no amount will be paid for correction return, if any.	Rs. 3500/- per case per quarter  (for fresh return only. However, no amount will be paid for correction return, if any.)		
	(c) Filing of GST Return	Per month basis	Rs. 4500/- per month		
	(d) Generation of E-way bill	Per E-way bill basis	Rs. 450/- per bill		
	(e) Filing of Return of TDS under GST	Per month basis	Rs. 3500/- per month		
	(f) Income Tax Assessment	Per year Basis	Rs. 27,000/- per year		
<b>Job-4.</b>	Work pertaining to GST Audit of accounts  <b>(for all the works as mentioned at job no.4-a and b under Section-VI)</b>	Per year basis	Rs. 27,000/- per year		

<b>Job-5</b>	Providing opinions on various cases pertaining to accounting and taxation matters	Per opinion basis	Rs. 900/- per opinion		
--------------	---	-------------------	-----------------------	--	--

**Note :**

1. The rate may be quoted in view of the quantum of works for each job mentioned at Section-VI and the quoted fee should be all inclusive except GST. No other charges on account of travelling, accommodation, food and other expenses will be paid. However, the facility related to printing, stationery and computers etc. will be arranged by the Institute for the jobs being executed in the Institute premises.
2. **Payment Schedule :** The firm shall raise bills as mentioned in payment terms at point no. 5 of the Section-VI
3. GST will be paid **extra as applicable. Statutory changes in GST rate if any shall be borne by the Institute.**
4. Deductions shall be made by the Institute as per statutory rates and norms.

## SECTION - X

### Technical and Financial Evaluation Criteria :

1.	Experience of the Firm	Marks	
		Break-up of marks	Total marks
(a)	<b>Firm's Existence in years after its registration</b> For 10 years 5 marks and 1 extra mark for every additional completed year and maximum 10 marks	-	10
(b)	<b>Experience of handling following works in Central/State Autonomous Bodies, Central/State Government funded organizations/ Institutions/ Public Sector Undertakings:</b>		15
	(i) All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per the Job-1 of the Section-VI).	3	
	(ii) Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form	3	
	(iii) Filing of Tax return such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc.	3	
	(iv) Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017	3	
	(v) Providing of opinions on various cases pertaining to accounting and taxation matters	3	
(c)	<b>Experience of the firm in doing similar work in Central/State Autonomous Educational Institutions (i.e. in IITs, NITs, IISER, IIMs or other higher educational institutions)</b>		5
	(i) All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per the Job-1 of the Section-VI).	1	
	(ii) Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form	1	
	(iii) Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc.	1	
	(iv) Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017	1	
	(v) Providing opinions on various cases pertaining to accounting and taxation matters	1	
<b>2.</b>	<b>Presentation before the Committee</b>		<b>20</b>
<b>3.</b>	<b>Total Technical Score</b>		<b>50</b>
<b>4.</b>	<b>Score on Financial Proposal*</b>		<b>50</b>
	<b>Grand Total (3 + 4)</b>		<b>100</b>



**\* Formula for calculation of Financial Proposal**

The technically evaluated and accepted proposal with least financial cost (i.e. L-1) will be assigned a score of 50. The score of other technically accepted firms will be evaluated as per following formula :

$$= (L1 \text{ amount}) \times 50 / (\text{Financial amount of bid being evaluated})$$

**Note :**

1. The firm having technical score of less than 25 will be rejected. The firm having maximum total score i.e. technical score plus financial score will be selected for the award of work. However, a panel of two firms according to their scores will be made. In case of any firm fails to complete the assigned work, the Institute may assign the work to the next bidder as given in the panel.
2. The evaluation of financial bid shall be made separately for each job.

## **SECTION - XI**

### **GENERAL CONDITION OF CONTRACTS**

#### **1. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### **2. Standards**

The service provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

#### **3. Use of Contract Documents and Information**

3.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection there with, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

#### **3.4 Patent Rights**

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

#### **Other Conditions for bid submission**

3.5 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.

3.6 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.

3.7 The earnest money will be forfeited if the bidder withdraws from the tender at any stage.

3.8 The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

#### **4. Other General Conditions**

- 4.1 No residential accommodation shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.
- 4.2 RGIPT will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 4.3 RGIPT shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 4.4 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by RGIPT.
- 4.5 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof RGIPT is put to any loss / obligation, monetary or otherwise, RGIPT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 4.6 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- 4.7 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Amethi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 4.8 The RGIPT reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider will also have to serve a notice of equal period, if he wishes to terminate the contract.

#### **5. Terms of Payment:**

All the payments shall be as per point no.-5 of Section-V.

## **6. Legal**

- 6.1 The selected Firm shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to RGIPT to concerned tax collection authorities from time to time as per extant rules and regulations.
- 6.2 The selected Firm shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of RGIPT or any other authority under Law.
- 6.3 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof RGIPT is put to any loss / obligation, monetary or otherwise, RGIPT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 6.4 The selected Firm will indemnify RGIPT from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 6.5 To resolve any dispute/legal issue matter will be referred to Director, RGIPT or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Amethi only.
- 6.6 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment there of rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **7. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **8. Subcontracts**

The Service Provider shall notify the Institute in writing of all sub contracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

## **9. Delays in the Service Provider's Performance**

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the

Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### **10. Damages and Losses**

Upon end of contract/termination thereof, the Service Provider is liable to return materials, if any issued to him to RGIPT in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service Provider as the case may be.

#### **11. Complaints**

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of RGIPT.

#### **12. Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

#### **13. Penalty**

If the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, an amount equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-

maintenance of cleanliness and for violation of any other condition which may lead to non performance of contractual obligations.

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final and binding in this regard.

#### **14. Termination of Contract**

- 14.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the Service Provider by the IIT (BHU) authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 14.2 RGIPT reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.
- 14.3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
- 14.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, besides immediate termination of contract or other lawful action that may be taken against the Service Provider.
- 14.5 If the Service Provider, in the judgment of the RGIPT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the RGIPT may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

## SECTION - XII

### Service Level Agreement

This agreement is made at Amethi on ..... between the **Rajiv Gandhi Institute of Petroleum Technology , Amethi** hereinafter to be called the **First Party** through its Director or his representative and M/s ..... hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for its accounting, tax filing and other related works for the financial year 2020-21.

Whereas **M/s** ..... hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

#### **1. PERIOD OF CONTRACT:**

The contract will be for a period of 1 (one) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The RGIPT may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

- (i) The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- (ii) In case of requirements of additional manpower, Machines/Tools, the Second Party will provide the required additional manpower, Machines/Tools to the First Party within a fortnight of submission of requirement.

#### **2. PAYMENT OF WAGES**

All the payment shall be as per point no.-5 of Section-V of the tender document. In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

**3. PERFORMANCE SECURITY:**

The Second Party will deposit 10% of the bid amount towards Performance Security in the form of Bank Guarantee in favour of “Registrar, RGIPT”, Amethi. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after three month of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

4. All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party
5. In the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator to be appointed by the Director of the FIRST PARTY in consideration with the SECOND PARTY. The provision of the Arbitration And Conciliation Act, 1996 shall apply to the arbitration.
6. All the litigations will be subject to the jurisdiction of courts at Amethi.
7. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

**M/s .....**

**for and on behalf**

**Rajiv Gandhi Institute of  
Petroleum Technology, Amethi**



**Second Party**

**First Party**

<p><b>1. Witness:</b></p> <p>(a) Signature .....</p> <p>(b) Name .....</p> <p>(c) Address .....</p> <p>.....</p>	<p><b>1. Witness:</b></p> <p>(a) Signature .....</p> <p>(b) Name .....</p> <p>(c) Address .....</p> <p>.....</p>
<p><b>2. Witness:</b></p> <p>(a) Signature .....</p> <p>(b) Name .....</p> <p>(c) Address .....</p> <p>.....</p>	<p><b>2. Witness:</b></p> <p>(a) Signature .....</p> <p>(b) Name .....</p> <p>(c) Address .....</p> <p>.....</p>

**Annexure - III**

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,

The Registrar,  
Rajiv Gandhi Institute of Petroleum  
Technology, Amethi-229304

**LETTER OF GUARANTEE**

WHEREAS Rajiv Gandhi Institute of Petroleum Technology Amethi (Procuring Entity) has invited tender vide Tender No..... dated. .... for procurement of ..... AND WHEREAS the said tender document requires that eligible successful bidder (Service Provider)..... wishing to supply the service.....

in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “ The Registrar, Rajiv Gandhi Institute of Petroleum Technology ,Amethi” in the form of Bank Guarantee for Rs ..... **(10% of the contract value)** and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Service Provider, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Service Provider) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (Service Provider) fails to abide by any of the conditions referred to in tender document / Award of Contract, this Bank shall pay to Rajiv Gandhi Institute of Petroleum Technology ,Amethi on demand and without protest or demur Rs ..... (Rupees.)

This Bank further agrees that the decision of Rajiv Gandhi Institute of Petroleum Technology ,Amethi (Procuring Entity) as to whether the said bidder (Service Provider) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Service Provider) and/ or Rajiv Gandhi Institute of Petroleum Technology ,Amethi (Procuring Entity). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs.  
.....(Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to.....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if RGIPT< Amethi serve upon us a written claim or demand on or before .....(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at.....  
situated at ..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date: