



रेल विकास निगम लिमिटेड
Rail Vikas Nigam Limited

BID DOCUMENT
FOR
ENGAGEMENT OF CONSULTANT
FOR
SUPPORT SERVICES
AND
COMPLIANCE RELATED
TO
ACCOUNTING MATTERS IN RVNL

Estimated Cost Rs. 42.60 Lakhs

RAIL VIKAS NIGAM LIMITED

1ST Floor, August Kranti Bhawan, Bhikaji Cama Place,
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Email AnandGupta.rvnl@gmail.com

**RAIL VIKAS NIGAM LIMITED
(A Government of India Undertaking)**

Ref: RVNL/F&A/ACCOUNTING SERVICES/ 2024 DATED: 19/04/2024

**DOCUMENTS OF REQUEST FOR PROPOSAL
FOR
ENGAGEMENT OF CONSULTANT
FOR
SUPPORT SEREVICES
AND
COMPLIANCE RELATED
TO
ACCOUNTING MATTERS IN RVNL**

Cost of Bid Document: NIL

Effective from F.Y. 2024-25

SECTION	CONTENTS
1	Notice Inviting ‘Request for Proposals’
2	Instructions to Bidders, Data Sheet & Selection Criteria
3	Proposal Forms
4	Terms of Reference
5	Form of Agreement, General Conditions of Contract and Special Conditions of Contract

RAIL VIKAS NIGAM LIMITED
(A Government of India Enterprise)

SECTION-1

REQUEST FOR PROPOSALS

Ref: RVNL/F&A/ACCOUNTING SERVICES/ 2024

DATED: 19/04/2024

1. **RAIL VIKAS NIGAM LIMITED (RVNL)**, having its Corporate office at 1st Floor, August Kranti Bhavan, Bhikaji Cama Place, New Delhi – 110066, India a Public Sector Enterprise invites sealed proposals on single stage Two packet system, from experienced and reputed Chartered Accountants (*Bidders*), those are registered in India with their Head office in Delhi/NCR as stipulated in Data Sheet, in Section 2 to provide **Services** for the following works:

“Engagement of Consultant for Support Services and Compliance Related to Accounting Matters in RVNL”.

Period of Engagement: Two Years (extendable for further one year on same terms and conditions)

2. **Scope of Services:** The scope of services is engagement of Consultant for support and compliance related to Accounting Matters in RVNL at Corporate Office. Complete Scope of Work is given in Section 4 (Terms of Reference) of the RFP Document.
3. **RFP Document:** Interested Bidders may obtain further information from the ‘Request for Proposal Document (RFP)’ which can be obtained between 11:00 hrs and 17:00 hrs on all working days **from 19/04/2024 to 21/05/2024** in person from the RVNL Office at the address, given in paragraph 13 below.
4. RFP document can also be downloaded from RVNL website <https://rvnl.org> or Government CPP portal w.e.f. **19/04/2024** and the proposal can be submitted on the downloaded document.

It will be the responsibility of the Bidder who is submitting the proposal to check and see any Addendum/ Corrigendum issued in this regard on the website from time to time and ensures submission of proposal along with Bid document and all Addendum/ Corrigendum.

5. **Proposal Security:** *The proposal must be accompanied by a Proposal Security (as indicated in the Data Sheet) of **INR 1.28 Lakh** in the form of Bank Demand Draft in favour of Rail Vikas Nigam Ltd. drawn on any Scheduled Bank in India or Bank Guarantee drawn on Scheduled/Nationalised Bank in India. Non submission of Proposal Security with the proposal shall lead to summary rejection of the proposal. The details of the Demand Draft or Bank Guarantee physically submitted with the proposal should match with the*

details of data entered during the proposal submission time, failing which the proposal will be rejected.

In case of MSEs they should enclose the scanned copies of their registration in place of Demand Draft or Bank Guarantee.

6. **Special Provisions for Micro and Small Enterprises (MSEs):** MSEs registered with District Industries Centres/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'UDYAM Registration certificate' – The Online Portal of MSME/ Any other body specified by Ministry of MSME are exempted from the payment of RFP document fee and proposal security for this tender.

7. Deleted

8. **REGISTRATION - Deleted**

9. **PRECAUTIONS FOR SUBMITTING / PREPARATION OF PROPOSALS THROUGH E TENDERING PORTAL - Deleted**

10. **Receipt of Proposals:** The completed and sealed Proposals must be dropped in the nominated tender box or delivered to the address given in para 12 below not later than **11:00 Hrs on 22.05.2024**. Proposals will be opened on the same day at **11:30 hours in presence of bidders' representatives who choose to attend. Rail Vikas Nigam Limited will not be responsible for any delay in receiving the RFP documents by the bidder or in receipt of their proposals.** RVNL reserves the right to accept/reject any or all proposals without assigning any reason thereof.

11. Of the total proposals received, offers of those that qualify as per Hurdle Criteria in Section 2 para 5.7.2.2.1 to 5.7.2.2.6 will be considered.

12. Financial proposals of Chartered Accountancy Firms who qualify as per Hurdle Criteria at Sr.No 11 above, will be opened. The bidder will be selected based on total lowest cost quoted. The detailed procedure of selection is described in Section -2.

13. **Address For Communication:**

**General Manager (Finance),
Rail Vikas Nigam Limited,
Corporate Office,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place,
R.K. Puram, New Delhi 110 066.**

Telephone No. 011- 26738216/299

Telefax No. 011-26182957

Email address:

AnandGupta.rvnl@gmail.com

14. **The bidder within 10 (ten) days from the date of publishing of tender notice, can seek clarifications on any issue or matter related to the bid**

documents. If the request for clarification is not received within 10 (ten) days, RVNL may not respond.

General Manager (Finance)
Rail Vikas Nigam Limited

RVNL

INSTRUCTIONS TO BIDDERS
DATA SHEET
&
SELECTION CRITERIA

ENGAGEMENT OF CONSULTANT
FOR
SUPPORT SERVICES AND COMPLIANCE
RELATED TO
ACCOUNTING MATTERS IN RVNL

SECTION - 2

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INSTRUCTIONS TO BIDDERS (ITC)

1 INTRODUCTION

1.1 **Background:** Rail Vikas Nigam Limited is a “NAV RATNA” Public Sector Enterprise created by Ministry of Railways, Government of India engaged in development of infrastructure projects within India and abroad. RVNL has decided to engage a Bidder for Support Services and compliance of Accounting related matters . The status and scope of Consultancy is mentioned in Section 4.

1.2 Selection of Bidders:

1.2.1 Rail Vikas Nigam Limited (RVNL), hereinafter called the Employer, will select Consulting CA firm/ Organization, called the ‘Bidder’ for “***Engagement of Consultant for Support Services and Compliance related to Accounting matters in RVNL***” from amongst the eligible bidders who have submitted their proposals in response to Request for Proposal (RFP) against ‘Notice Inviting Proposals’ (NIP), a copy of which is placed in Section 1, in accordance with the method of selection specified in these ‘Instructions to Bidders’ (ITC) (Section-2).

1.2.2 Eligibility and Qualification Criteria:

- I. **Eligibility:** Only firms that are registered or incorporated in India with their Head Office in Delhi/NCR as stipulated in Data Sheet in Section-2, are eligible to participate.
- II. Deleted
- III. **Personnel – Deleted**
- IV. **Staffing Schedule:** As per Data Sheet- Annexure 1 (Section-2), Attachment-2.
- V. **Approach and Methodology: Deleted**
- VI. **Responsiveness:** The firm should have submitted the proposal in accordance with the guidelines in the Instructions to Bidders and it should meet the required response as per check list given in **Datasheet- Annexure 1 (Section-2), Attachment 1.**
- VII. The Bidder shall be disqualified if:
 - (a) The consultant has been blacklisted/ banned for business dealings for all Government Departments, or by Ministry of Railways or by RVNL at any time till finalization of proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.
 - (b) Any previous contract of the consultant had been terminated for Consultant's failure by Rail Vikas Nigam Ltd.(RVNL) at any time starting from 2 years before the deadline for submission of proposals and up-to one day before the date of opening of financial proposals;

- i. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by the Rail Vikas Nigam Ltd. or such termination of the Contract has not been revoked by Rail Vikas Nigam on the deadline of submission of bids or thereafter till finalization of bids.
- (c) The Bidder has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending/ contemplating before any Court/Adjudicating Authority on the deadline of submission of proposals or thereafter till finalization of proposals.
- (d) The bidder is found ineligible by the Employer, in accordance with ITC-1.7.
- (e) The consultant has been declared by RVNL to be a poor performer and the period of poor performance is still in force on the deadline for submission of proposals.

Or

The consultant has been declared by RVNL to be a poor performer at any time after the deadline for submission of proposals and up-to one day before the date of opening of financial proposals.

- (f) Deleted

The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the Bidder shall result in summary rejection of his proposal.

VIII. Bidder shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITC 1.2.2 (VII) & 1.6. In case the Bidder fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and Proposal Security shall be forfeited. The bidder shall also be liable for Banning of Business dealings for a period up to five years.

1.3 **Deleted**

1.4 **Examination of RFP Documents:** In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested in the RFP documents may result in rejection of Proposal.

1.5 **Joint Proposal : Not permitted**

1.6 **Conflict of Interest:**

RVNL requires that Bidders provide professional, objective and impartial advice and at all times hold the Client's (Employer's) interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them

in a position of not being able to carry out the assignment in the best interest of the Client.

1.7 **Fraud and Corruption:**

1.7.1 The Bidders are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply:

- (i) For the purposes of this provision, the terms are defined as set forth below as follows:
 - a) **“Corrupt Practice”** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Bidders (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- (ii) Employer will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) Employer will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by RVNL.

1.8 **Only one proposal:**

1.8.1 If a Bidder submits or participates in more than one Proposal, such a Bidder shall be disqualified.

1.9 **Proposal Validity**

1.9.1 The Data Sheet indicates how long the Bidders’ Proposals must remain valid after the submission date.

1.9.2 The Employer will make its best effort to finalise the Contract within this period. In exceptional circumstances, the Employer may request Bidders to extend the validity period of their Proposals. The request and the responses shall be made in writing. In case Bidder extends validity of their proposal, the proposal security as furnished in accordance with ITC 5.4, shall also be extended upto the date mentioned in the letter of request for extension. Bidders have the right to refuse to extend the validity period of their Proposals.

1.10 Participation of Government Employees: -Deleted

2 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

2.1 Pre-bid Meeting:- Deleted

2.2 **Clarifications:** The Bidders may within 10 (ten) days of date of uploading of tender notice on the CPPP portals and Web-Link/URL <http://gofile.me/66pRy/hr0hrzTVE> of RVNL, seek clarifications on any issue or matter related to bid documents. If the request for clarification is not received within 10 (ten) days, RVNL may not respond.

2.3 **Addendum:** At any time prior to the submission of Proposals, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an Addendum. The Addendum shall be sent to only those Bidders who have purchased the Document, at any time prior to issue of Addendum. Addendum shall also be uploaded on the CPPP portals and Web-Link/URL <http://gofile.me/66pRy/hr0hrzTVE>. To give Bidders reasonable time in which to take an amendment into account in their Proposals, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3 PREPARATION OF THE PROPOSAL

3.1 Components:

Bidder's Proposal will consist of separate Technical and Financial proposals of the firm as detailed in Para 5.2.

3.2 Language:

The Proposal, as well as all related correspondence exchanged by the Bidders and the RVNL, shall only be in English. All reports prepared by the contracted Bidder shall also be in English.

4 THE PROPOSAL

4.1 General: Deleted

4.2 **Proposal :** The Proposal should include a Technical Proposal Submission Form (Form 1A) and a Financial Proposal Submission Form (Form 1B) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

4.3 Documents Comprising Proposal Format

4.3.1 The Bidder shall submit the proposal compiling all details and information as under:

S.N.	Particulars		Remarks
1.	Technical Proposal		In a separate sealed envelope superscribed "Technical Proposal" in accordance with clause 5 of section 2
	i)	Proposal submission Form	Form 1 A

S.N.	Particulars		Remarks
	ii)	Power of Attorney	Form 2
	iii)	Bidder's Information Sheet	Form 3
	iv)	Details of Experience of Bidder for "Support services and compliance related to accounting matters".	Form 4
	v)	Profit After Tax (PAT)	Form 5
	vi)	Proposal Security in the form of Bank Demand Draft/ Bank Guarantee	Form 6
	vii)	Proposal Security Declaration Form	Form 6A-Deleted
	viii)	Summary of Information for Project Manager(s) & Resident Engineer(s)	Form 8 B-Deleted
	ix)	CV for proposed Project Manager(s) & Resident Engineer(s)	Form 8 C-Deleted
	x)	Firms Audited Financial Data for last 3 financial years clearly indicating Gross Receipts from Statutory Audit and compilation of accounts assignments OR a certificate to this effect duly certified by Statutory Auditor is to be Submitted.	Form 10 For the financial years 2020-21, 2021-22 and 2022-23
	xi)	Audited Balance Sheets for last 3 financial years	For the financial years 2020-21, 2021-22 and 2022-23
	xii)	Affidavit as per clause 1.2.2 (VII) of Section 2	Form No. 12
	xiii)	EQC Information Sheet	Form 15
2	Financial Proposal		In a separate sealed envelope superscribed " Financial Proposal " in accordance with clause 5 of section 2
	i)	Proposal submission Form	Form 1 B
	ii)	Remuneration: Total Cost for two years	Form 11

4.3.2 The Proposal must be submitted in hard copy only.

4.3.3 Documents related to financial information: The Financial information requires completion of two forms namely Form 1B and Form 11. These are to be prepared as under:

- (i) Form 1B in Section 3, forming the covering letter for proposal.
- (ii) Form 11 shown in Section 3 relates to the costs of services i.e. Remuneration or Professional fee for conducting of services as per TOR for 2 years.

- (iii) Form 11 specifies the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Financial Proposals.
- (iv) Forms 1B and Form 11 should be typed on the Bidders' Letter Heads exactly in the same format of the forms. If not in the same format, the offer may be liable for rejection.
- (v) In Form 1A & 1B, an undertaking is to be given that, in preparation and submission of the Technical and Financial proposals, Bidders have:
 - Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents; and
 - Agreed to allow RVNL, at its option, to inspect and audit all accounts, documents, and records relating to the Bidder's Proposal and to the performance of the ensuing Bidder's Contract.

4.3.4 **Proposal Prices:** The amount stated in Form-11 Section 3, shall be the proposal price.

4.3.5 **Currency:** Bidders have to submit their offer in INR only.

4.3.6 **Tax Liability:** The Bidder is liable to pay taxes as applicable. While the GST will be paid extra as applicable to the Bidder by the Employer, all other taxes shall be payable by the Bidder. RVNL shall be deducting taxes deductible at source as per relevant Tax Laws/other applicable laws in India.

4.4 **Proposal Content:**

The Proposals shall be furnished for in accordance with the formats given in Section 3 and elaborated in clause 4.3 of these ITC and shall ensure the following:

- i) The proposals and qualification details shall be concise, relevant, complete and furnished in accordance with the formats given in Section 3 and elaborated in clause 4.3 of these ITC.

5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

5.1 Submission of Fully Responsive Proposal:

5.1.1 The Bidder shall submit a fully responsive proposal including all the supporting documents requested in the RFP. Non-compliance with important requirements may result in rejection of the proposal. Once the proposals are received and opened, Bidders shall not be required nor permitted to change the substance, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the RFP. However, the Employer may ask in writing from the Bidders any clarifications/information based on the documents submitted with the proposal considered necessary for evaluation, but not having any affect on the quoted fee and the substance of the proposal. Proposals must be delivered at the address given in the Data Sheet (Section 2) on or before the time and date stated in the Data Sheet or any new date established by the RVNL according to provisions of Sub-Clause 2.3.

5.1.2 The Bidder shall submit the proposals ensuring the following:

- (i) The RFP document issued by the Employer in full duly signed on all pages by the authorized signatory shall be enclosed and shall form part of Proposal.

Note: Form 1B and Form 11 in the RFP document issued by RVNL are to be submitted in the Financial Proposal on the Bidder's letter head typed in the format of the Form as available in the RFP.

- (ii) The proposal in hard copy shall be signed on all pages by a person duly authorized to sign on behalf of the Bidder.
- (iii) All the corrigenda/addenda issued pursuant to clause 2.3 must be serially enclosed with the Proposal duly signed on all pages which forms part of the RFP document.
- (iv) Technical and Financial proposals shall be submitted in separate sealed envelopes in accordance with clause 5.2.
- (v) Proof of having paid the Proposal Security shall be enclosed in a separate envelope with the proposal in accordance with ITC Clause 5.4.
- (vi) The proposal shall be submitted in single copy.
- (vii) Undertakings/Affidavits as per requirements of RFP are to be submitted along with the proposal.

5.1.3 Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting.

5.2 Submission of Proposals:

5.2.1 The Proposal to be sent to the Employer shall be placed in a sealed envelope clearly marked "ORIGINAL PROPOSAL".

5.2.2 The sealed envelope/ packet shall contain to separate envelopes/ packets, as under:

- i) Sealed envelope/ packet containing Original Technical Proposal should be super scribed **“TECHNICAL PROPOSAL”** will comprise all Forms of Section 3 except Form 1B and Form 11 as envisaged in RFP and all other relevant data specified in the RFP documents. All forms should be typed on Bidders’ letter head in the exact format of the Forms. This envelope should be super scribed as ***“Proposal Security” containing proof of having paid the cost of Proposal Security in Original.***
- ii) Sealed envelope/ Packet containing Original Technical Proposal should be super scribed **“FINANCIAL PROPOSAL”**. This packet will contain only Form-1B and Form-11 envisaged in RFP and all other relevant data specified in this RFP Documents. All forms should be typed on Bidders’ letter head in the exact format of the forms.

All the envelopes must be addressed as below:

<p>Ref: RVNL/F&A/ACCOUNTING SERVICES/ 2024</p> <p>Due on: _____</p> <p style="text-align: center;">(Do not open before due date)</p> <p style="text-align: center;"><u>Original Proposal</u></p> <p>To _____</p> <p style="text-align: center;">(Address as specified in Data Sheet)</p> <p>From: _____</p> <p style="text-align: center;">(Name and address of Bidder)</p>

5.3 Deadline for submission of Proposals:

Proposals must be received by the Employer at the address specified in Data Sheet in accordance with clause 5.2 of these ITC, not later than the time and date specified in the Data Sheet or extended date in accordance with clause 2.3 Section 2 of ITC. Proposals received after this deadline will not be accepted and returned to the Bidder unopened.

5.4 Proposal Security :

- 5.4.1 (I) The Proposal Security as stated in Data Sheet may be furnished in the form of;
 - (a) A Bank Draft drawn on a Scheduled/ Nationalised Bank in India in favour of “Rail Vikas Nigam Limited” payable at New Delhi.

OR

- (b) an unconditional Bank Guarantee in the prescribed form given in Section 3, Form 6, from the banks acceptable to the Employer as mentioned below:
 - (i) a Scheduled Bank in India
 - (ii) a Foreign Bank having their operations in India or
 - (iii) a Foreign bank which does not have operations in India is required to provide a Counter Guarantee by State Bank of India.

The proposal security shall be valid upto the date as mentioned in BDS (Data Sheet) or upto the date mentioned in the letter of request for extension in case extension is requested under ITC 1.9.2.

- (II) Non-submission of requisite Proposal Security in the form as specified above will lead to summary rejection of the proposal and such proposal shall be returned unopened.

OR

In case of MSEs they should submit a copy of their registration in place of Bank Guarantee.

- 5.4.2 The Proposal Security of unsuccessful Bidders will be returned as promptly as possible but not later than thirty (30) days after the expiration of the validity of the proposal prescribed in clause 1.9 of these 'Instructions to Bidders'.
- 5.4.3 The Proposal Security of the successful Bidder shall be returned promptly once the successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 5.4.4 The Proposal Security may be forfeited for any of the reasons mentioned below:
 - a) if a Bidder withdraws its proposal during the period of proposal validity;
 - b) if Bidder fails to accept Arithmetic correction as per Para 5.7.3.2 (ii);
 - c) in case of a successful Bidder, if the Bidder fails to;
 - i) Sign the contract in accordance with clause 9 of these ITC
 - ii) Furnish Performance Security in accordance with clause 11 of these ITC.
 - d) If the undertaking of the affidavit submitted by the Bidder in pursuant to Sub-Clause 1.2.2 (VII) is found false at any stage during evaluation
 - e) If the Bidder fails to submit affidavit regarding eligibility or intimation regarding ineligibility as per Sub-Clause 5.6.4;
 - f) if any tampering or changes are made in the RFP document;
 - g) if the Bidder violates any other provision of RFP document.

5.5 Modifications and Withdrawal of Proposals:

- 5.5.1 The Bidder may modify or withdraw its proposal after submission, provided that the modification, substitution or written notice of withdrawal of the proposal is received by the employer in a sealed envelope prior to the deadline prescribed for submission of proposals.
- 5.5.2 The Bidder's modification or withdrawal notice shall be packaged and dispatched in accordance with the clause 5.2 of these ITC.
- 5.5.3 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of period of proposal validity. Withdrawal of a proposal during this interval shall result in forfeiture of its proposal security pursuant to clause 5.4.4 of these ITC.

5.6 Opening of Proposals:

5.6.1 Opening of Proposals

- (a) The Employer will open the proposals at the time and place specified in the ITC Data Sheet. Bidder's representative may attend the opening, and those who are present shall sign a register evidencing their attendance.
 - (b) No proposal shall be rejected at the proposal opening stage, except for late proposals, which shall be returned unopened to the Bidder pursuant to clause 5.3
 - (c) The envelope containing proposals of modifications or withdrawal of Bidders will first be opened. In case of withdrawal, the name of the Bidder and the details of withdrawal will be noted in the Register. Further opening of sealed envelope/ packets of such a Bidder will be stopped. The unopened envelope/ packets will be returned to the Bidder.
 - (d) In case of modifications the name of the Bidder and the details of modifications will first be noted in the Register. Subsequently action will be taken as mentioned in the Sub paras below.
 - (e) Then the sealed, envelope/ packet, super scribed "TECHNICAL PROPOSAL" will be opened. The relevant details will be noted in the Register.
 - (f) The sealed envelope/ packet, super scribed "FINANCIAL PROPOSAL" will not be opened.
- 5.6.2 The Bidders' names, proposal of withdrawal or modification and the presence or absence of proof of payment of Proposal Security and such other details as the Employer may consider appropriate, will be announced at the opening.
- 5.6.3 The details of withdrawals, proof of payment of Proposal Security, Modifications, details contained in the proposals of the various Bidders along with the quoted price of the work will be examined by the nominated Tender Committee to recommend the accepting authority of the eligible bidder for awarding the work.

Note: The offers of such Bidders who have withdrawn their offers, who have not submitted proposal security, who do not fulfil the eligibility criteria (ITC clause 1.2.2), whose offers are not responsive as decided by the Tender committee will be rejected. The financial proposal of such Bidders will not be opened and will be returned to them subsequently unopened.

- 5.6.4 The Financial Proposals of the Bidders shortlisted in technical evaluation, will be opened in the presence of Representatives of shortlisted Bidders who choose to attend at the specified venue, date and time. The shortlisted Bidders will be given reasonable notice regarding specified venue, date and time of opening of their financial proposals.

Non-submission of above mentioned affidavit or intimation regarding ineligibility by the Bidder shall result in forfeiture of bid security

5.6.5 Opening of Financial Proposals:

- (i) The Employer shall conduct the opening of Financial Proposals of Bidders who submitted substantially responsive Technical Proposals and who have been determined qualified as a result of technical evaluation and who have also submitted an affidavit in terms of ITC 5.6.4 above, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives, who are present, shall be requested to sign a register evidencing their attendance.
- (ii) The Employer's Representatives will inspect the sealed envelope/packet containing "FINANCIAL PROPOSALS" of the selected Bidders to confirm that packets have remained sealed and unopened.
- (iii) The Financial Proposals of Bidders will then be opened. The name of the Bidder along with the relevant details in the financial proposal will be written down in the Register.
- (iv) The name of the Bidder and details of the relevant portions of the Financial Proposals as decided by the Employer will be announced.

5.7 Proposal Evaluation

5.7.1 SYSTEM OF EVALUATION OF PROPOSALS

The selection procedure criteria is mentioned in Para 5.7.2.2 below.

5.7.2 EVALUATION OF TECHNICAL PROPOSALS

- 5.7.2.1 Each substantially responsive proposal shall be evaluated to ascertain whether it fulfils the Minimum Qualification Criteria as specified in clause 5.7.2.2 below.

5.7.2.2 MINIMUM QUALIFICATION CRITERIA

Of the total proposals received, offers of those that qualify as per Hurdle Criteria in Para 5.7.2.2.1 to Para 5.7.2.2.6 will be considered. Financial proposals of those Chartered Accountancy Firms who qualify as per Hurdle Criteria only will be opened. The Bidder will be selected based on total lowest cost quoted in Form-11.

Hurdle Criteria Requirement	Compliance Requirements	Documents Submission Requirements
5.7.2.2.1 Eligibility of the Bidder		
The Chartered Accountancy Firm should be registered in India with their Head Office in Delhi/ NCR, as stipulated in Data Sheet in Section-2 for at least last three years (as on 31.03.2023)	must meet requirement	Self attested copy of firm's legal address as proof of Head Office in Delhi/ NCR as stipulated in Data Sheet in Section-2.
5.7.2.2.2 Contracts of Similar size and nature:		
The Bidder should have experience of compiling accounts/Statutory Audit of a Listed PSE Company having Net Worth of more than Rs. 500 Crore and Turnover of more than Rs. 2000 Crore in any of the last three years (i.e. 2020-21, 2021-22 and 2022-23).	must meet requirement	Certification by the Bidder in Form-4 for having carried out compiling accounts /Statutory Audit of a Listed PSE Company having Net Worth of more than Rs. 500 Crore and Turnover of more than Rs. 2000 Crore in any of the last three years. Employer's Certificate for conducting the assignment satisfactorily should be attached along with certification for Net Worth and Turnover of the Company in that year.
5.7.2.2.3 Profit After Tax		
Submission of audited balance sheets for the last three financial years i.e. 2020-21, 2021-22 and 2022-23 to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum the Bidders average PAT for the last 3 financial years i.e. 2020-21, 2021-22 and 2022-23, should be positive.	must meet requirement	Form-5
5.7.2.2.4 Total Gross Receipts		
The firms should have a total Gross Receipts	must meet	Form-10

from Compilation of Accounts, Statutory Audit Assignments of Rs. 1 crore (Rupees One crore) in any one of the last three financial years i.e. 2020-21, 2021-22 and 2022-23. (Contents of this column should be certified by an external Chartered Accountant/ Auditor and supported by Audited Balance Sheets)	requirement	
5.7.2.2.5 (a) Experience in ERP environment		
The Bidder should have experience of working in an SAP/ERP environment.	must meet requirement	Employer's Certificate should be attached for having experience in SAP/ERP environment
5.7.2.2.6 Average Gross Receipts		
The firm should have minimum Average Annual Gross Receipt of Rs. 3 Crores calculated on bases of receipts of previous 3 Financial Years i.e. 2020-21, 2021-22 and 2022-23. (Contents of this column should be certified by an external Chartered Accountant/ Auditor and supported by Audited Balance Sheets)	must meet requirement	Form-10

5.7.3 EVALUATION OF FINANCIAL PROPOSALS

5.7.3.1 Deleted

5.7.3.2 **The Evaluated Total Price** for each Proposal will determined as under:-

- (i) Proposals containing financial information will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Proposal will be increased by application of the highest unit cost and quantity of the omitted item as provided amongst the other submitted Proposals.
- (ii) The Employer shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated proposal does not accept the correction of errors, its proposal shall be disqualified and its proposal security may be forfeited.

6 Negotiations

- 6.1 Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- 6.2 DELETED
- 6.3 DELETED

7 Confidentiality

- 7.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Bidders who submitted Proposals or to other persons not officially concerned with the recruitment process until the winning firm has been notified and contract awarded.

8 Award of Contract

- 8.1 The Employer reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the **Bidders**. In case of annulment, all proposal submitted and specifically, proposal securities shall be promptly returned to the Bidders.
- 8.2 The Employer shall award the Contract to the Bidder whose proposal is substantially responsive to the RFP Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be lowest evaluated and after successful negotiations, if any subject to ITC 8.3 below.
- 8.3 The Employer has the right to review at any time prior to award of contract that the qualification criteria, as specified in ITC 1.2.2 and 1.6, are still being met by the Bidder whose offer has been determined to be the lowest evaluated Proposal. A Proposal shall be rejected if the qualification criteria, as specified in ITC 1.2.2 and 1.6, are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Proposal. In this event the Employer shall proceed to the next lowest evaluated Proposal to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

9 Notification of Award

- 9.1 After completion of negotiations (if any), prior to the expiration of proposal validity, the Employer will notify the successful Bidder in writing through registered letter, fax and/or e-mail that its proposal has been accepted by the Competent Authority at RVNL's Corporate Office at Delhi.
- 9.2 The notification of award will constitute the formation of contract.
- 9.3 Deleted
- 9.4 Upon the successful Bidder's furnishing of the performance security, pursuant to clause 10 of these ITC, the Employer will promptly notify the other Bidders who submitted Proposals that they were unsuccessful and will discharge their Proposal Security, pursuant to clause 5.4.2.

10 Signing of Contract

- 10.1 After the Employer notifies the successful Bidder that its proposal has been accepted and the Bidder has furnished the performance security in accordance with Clause 11 of ITC, the Employer will send Form of Contract provided in the Request for Proposals, incorporating all agreements between the parties, to the Bidder.
- 10.2 Within twenty eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Employer. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

11 Performance Security

- 11.1 Within twenty eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security for an amount as specified in Data Sheet in accordance with the Conditions of Contract, using the Form 7 provided in the Request for Proposals Section 3 or another form acceptable to the Employer.
- 11.2 Failure of the successful Bidder to comply with the requirements of ITC Clause 9 or ITC Clause 10.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.

12 Contract Commencement Date

- 12.1 The Data Sheet indicates the anticipated date for the commencement of the contract services.
- 12.2 The actual date of commencement shall be the date of issue of the Notice to Proceed given by the Employer.

13. Time of Completion: As indicated in Data Sheet.**14. Governance of bidding process:** The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.**15. Special Provisions for Micro and Small Enterprises (MSEs):**

- i) MSEs registered with the agencies (as mentioned in para iii below) as micro or small enterprise (MSE) are exempted from the payment of RFP/bidding document fee.
- ii) MSEs registered with the agencies (as mentioned in para iii below) will be exempted from deposit of Proposal/Bid Security.
- iii) MSEs who are interested in availing themselves of above benefits will enclose with their proposal;
 - a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies;
 - 1. District Industries Centers
 - 2. Khadi and Village Industries Commission
 - 3. Khadi and Village Industries Board
 - 4. Coir Board
 - 5. National Small Industries Corporation
 - 6. Directorate of Handicraft and Handloom
 - 7. 'UDYAM Registration Certificate' – The Online Portal of MSME
 - 8. Any other body specified by Ministry of MSME.
 - b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals.

Failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) & (ii) above.

16. Deleted**16.1 Deleted****16.2 Deleted.**

Annex 1 (Section 2)DATA SHEET

Clause Ref.	Item	Data
1.2	Selection of Bidders	Of the total proposals received, offers of those that qualify as per Hurdle Criteria in Para 5.7.2.2.1 to Para 5.7.2.2.6 will be considered. Financial Proposals of those Chartered Accountancy Firms who qualify as per Hurdle Criteria only, will be opened .The Bidder will be selected based on total lowest cost quoted.
1.2.1	Name of the Employer	Rail Vikas Nigam Limited, New Delhi
1.9	Validity of the Proposals	120 days from the deadline of submission of proposal
2.1	Pre-bid Meeting : time, date and venue	DELETED
2.2	Name and Address of the Employer where the correspondence concerning this Request for Proposal is to be sent:	General Manager (Finance), Rail Vikas Nigam Limited <i>1st Floor, August Kranti Bhawan Bhikaji Cama Place, New Delhi-110066 Telephone: +91-11-267382299; Facsimile: +91-11-26738598, 26182957</i>
4.3.6	Local Taxation	The Bidder is liable to pay taxes as applicable. While the GST will be paid extra as applicable to the Bidder by the Employer, all other taxes shall be payable by the Bidder. RVNL shall be deducting taxes deductible at source as per Tax Laws/ other applicable laws in India.
5.2	Address of Employer where Bidder must submit the proposal in sealed cover.	General Manager (Finance), Rail Vikas Nigam Limited <i>1st Floor, August Kranti Bhawan Bhikaji Cama Place, New Delhi-110066 Telephone: +91-11-267382299; Facsimile: +91-11-26738598, 26182957</i>
5.3	Deadline for Submission of Proposals	11:00 hours on 22.05.2024
5.4	Proposal Security	INR 1.28 lakh

	Declaration	(Rupees one lakh and twenty-eight thousand Only)
5.4.1(I)	Proposal Security shall be valid upto	Proposal Security shall be valid upto 30.06.26
5.6	Opening of Technical Proposals	11:30 hours on 22.05.2024
11	Performance Security	Within 28 days of issue of Notification of Award (NOA) @10% of the value of the accepted Contract amount and in the same currency(ies) of the Accepted Contract amount in the form of an unconditional Bank Guarantee for the stated amounts in the format prescribed in Form-7 and valid for a period of 60 days beyond issue of performance certificate (Initially Performance Security shall be valid upto 60 days beyond the specified completion of the consultancy contract).
12	Expected date for commencement of consulting services on an annual basis	The actual date of commencement shall be the date of issue of Notice to Proceed given by the Employer.
13	Time of Completion Period engagement	2 Years (extendable for further One year on same terms and conditions)
14	Jurisdiction of Courts	<i>Delhi</i>
15	Areas of Delhi/NCR	1. Haryana- Faridabad, Gurgaon. 2. Uttar Pradesh- Ghaziabad, Gautam Budh Nagar 3. Delhi.

Annex 1 (Section 2)
Attachment 1

Responsiveness: To be examined as under:

S. No.	<u>Item</u>	Required Response
1	In case the Bidder being interested in availing themselves benefits extended to MSEs in terms of ITC clause 15, has the Bidder enclosed the proof of their being MSE registered with agencies and supporting document(s) indicating terminal validity date of registration which is a date after the deadline for submission of proposals?	Yes
2	Has the Bidder paid the RFP document Cost? (Not applicable for MSEs being interested in availing themselves benefits extended to MSEs in terms of ITC clause 15)	Not applicable
3	Is Proposal Security furnished? (Not applicable for MSEs being interested in availing themselves benefits extended to MSEs in terms of ITC clause 15)	Yes
4	Is the proposal received prior to Deadline?	Yes
5	Is the Financial proposal in a sealed envelope ?	Yes
6	Has the Bidder submitted affidavit that he is not disqualified under clause 1.2.2 (VII) of Section 2?	Yes
7	All the pages of proposal are numbered and initiated ?	Yes
8	Submitted P.O.A?	Yes
9	Submitted audited Balance Sheets for last 3 years financial year 2020-21 , 2021-22 and 2022-23?	Yes
10	Is the Bidder registered in India with their Head Officer in Delhi/ NCR as stipulated in Data Sheet in Section 2 ?	Yes
11	Has the firm submitted audited financial data for last 3 years i.e. 2020-21 , 2021-22 and 2022-23 in Form 5 & Form 10 ?	Yes
12	Has the firm submitted data regarding experience in Form 4 ?	Yes
13	Has the Bidder any conflict of interest ?	No

S. No.	<u>Item</u>	Required Response
14	Has the Bidder experience of compiling accounts/Statutory Audit of a Listed PSE Company having Net Worth of more than Rs. 500 Crore and Turnover of more than Rs. 2000 Crore in any of the last three years (i.e. 2020-21, 2021-22 and 2022-23) ?	Yes
15	Has the Bidder attached a certificate from the Company for which he has conducted support services and compliance related to accounting related assignments ?	Yes
16	Has the Bidder experience of Statutory audit /compiling in SAP/ ERP environment? Has the Bidder attached a certificate from the company for which he has provided support services and compliance related to accounting matters in an SAP/ERP environment?	Yes
17	Has the Bidder submitted information regarding Total Gross Receipts from Statutory Audit/ Compilation of Accounts assignments during the years i.e. 2020-21 , 2021-22 and 2022-23	Yes
18	Has the Bidder submitted information regarding Profit After Tax for the last 3 financial years i.e. 2020-21 , 2021-22 and 2022-23	Yes
19	Has the Average Profit After Tax of the Bidder been positive for the last 3 financial years i.e. 2020-21 , 2021-22 and 2022-23?	Yes

Annex 1 (Section 2)
Attachment 2

ATTACHMENT 2 to DATA SHEET:

Staffing Schedule

1. **Senior Partner Chartered Accountant** – Should have at least 20 years of post qualification working experience as Chartered Accountant. He will be the overall incharge of the team and he will be reviewing draft financial results and will be required to provide inputs wherever required in connection with compilation of accounts & disclosures thereof.
If required, he will have discussion with Statutory Auditors in respect of critical issues.
2. **Senior Chartered Accountant – 1 Number:** Should have at least 8 years of post qualification working experience as Chartered Accountant and should have expertise in Compilation of Accounts, Statutory Audit including framing of draft replies for CAG observations on financial statements. The Sr. C.A. should be a regular and permanent in the C.A. firm and would not be replaced during the currency of the contract agreement. He will be responsible for overall supervision of the work of deployed team and providing technical inputs.
3. **Chartered Accountant – 1 Numbers:** At least having 3 years post qualification working experience with-
 - a. Good knowledge of Corporate Laws, Accounting Standards (Ind-AS) as well as Accounting Policies applicable on PSUs and listed Entities.
 - b. Having experience of preparation/Audit of Financial Statements,
 - c. Computation of Corporate Income Tax liability.
 - d. Experience of dealing various Audits matters.
4. **Accounts Assistants – 2 Numbers:** CA-Intermediate
 - a. Assistance in preparations of Financial Statements,
 - b. Assistance in preparation of various MIS reports.

Note:

1. All the personnel as mentioned at the Sr.No 3 &4 in the staffing schedule should be deployed exclusively for RVNL's work throughout the year and they should not be allowed to do any other work. They should attend/ sit in RVNL's Corporate Office regularly and follow official calendar of RVNL.
2. Personnel at sr.no 2 will be providing the services from back office but will be at RVNL's work place during the time of finalisation of accounts and till the day of signing of Quarterly/ yearly financial results, for last 10/20 days respectively.
3. Sr. Partner at sr.no 1. will be providing the services from back office but will be at RVNL's work place during the time of finalisation and till the day of signing of Qtrly/ yearly financial results, for last 5/7 days respectively.
4. All the Personnel at Sr. No. 3&4 should mark daily attendance in RVNL. A copy of their daily attendance would be required for claiming monthly fee bill of the C.A. Firm.
5. This is minimum deployment of personnel. However, in order to complete the work specified in Terms of Reference, the Bidder may deploy more personnel at his own cost.
6. Deployed personnel Should have their own Laptop Computers for carrying out the tasks in RVNL. Sitting arrangement and LAN facility for Internet connectivity will be provided by RVNL.

Annex 1 (Section 2)
Attachment 3

S.No.	Appointed Personnel for Subject	No. of Personnel
Accounts, Audit and Policy Matters		
i	Sr.Partner Chartered Accountant with 20-year Experience	1
ii	Senior Chartered Accountant with 8-year Experience	1
iii	Chartered Accountants with 3-year Experience	1
iv	CA (Intermediate)	2

PROPOSAL FORMS

(Technical & Financial)

FOR

ENGAGEMENT OF CONSULTANT

FOR

SUPPORT SERVICES AND COMPLIANCE

RELATED TO

ACCOUNTING MATTERS

IN RVNL

SECTION - 3

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TECHNICAL PROPOSAL SUBMISSION FORM
(On letter head of the Bidder)

From:

.....

.....

To:

*The General Manager (Finance),
Rail Vikas Nigam Limited*

Dear Sir,

Sub: Engagement of Consultant for Support Services and compliance related to Accounting in RVNL Corporate Office.

Ref: RVNL/F&A/Accounting Services/ 2024 Dated 19.04.2024

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide Support Services and compliance related to Accounting Matters in RVNL Corporate Office, as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28(Twenty eight) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 28 (Twenty eight) days of issue of Draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. I/We undertake that:
 - i. In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 - ii. We will submit a list of names of the personnel immediately required as indicated in the notification of award, in Forms 8A.
 - iii. We will formulate work plan in consultation with the Employer as per stipulations in the Terms of Reference.

- iv. We certify that we do not have any conflict of interest in submission of this proposal nor we will take up any assignment in future which will be in conflict with the present assignment, in accordance with ITC clause 1.6.
5. We certify that in preparation and submission of Technical and Financial information we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
6. I/ We agree to allow RVNL, at its option, to inspect and audit all accounts, documents, and records relating to the Bidder's Proposal and to the performance of the ensuing Bidder's Contract.
7. Our proposal is valid for 120 days beyond the date of opening of technical proposal and will be binding on us.
8. We have not made any tampering or changes in the RFP documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of proposal security/ the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.
9. **We declare that we are not liable to be disqualified in accordance with ITC 1.2.2(VII) and or this we have furnished the affidavit.**
10. I/ We understand that the Rail Vikas Nigam Limited is not bound to accept any proposal that the Rail Vikas Nigam Limited may receive.

Yours faithfully,

.....
Signature of authorised signatory of Bidder
(Seal)

Address:
.....
.....

Enclosures: As per ITC, **except for Forms 1B & 11**

FINANCIAL PROPOSAL SUBMISSION FORM*(On letter head of the Bidder)*

From:

.....

.....

To:

*The General Manager (Finance) ,
Rail Vikas Nigam Limited*

Dear Sir,

Sub: Engagement of Consultant for Support Services and compliance related to Accounting Matters in RVNL Corporate Office.

Ref: RVNL/F&A/Accounting Services/2024 Dated 19.04.24

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide Support Services and compliance related to Accounting Matters in RVNL Corporate Office, as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28 (twenty eight) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 28 (twenty eight) days of issue of draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We (Name of the Chartered Accountant Firm) submit herewith our Financial Proposal for selection of our firm/organization as Bidder for the above mentioned Work.
5.
 - i) Our attached financial proposal is for the sum of Rs. (Rupees only) inclusive of all local taxes, but exclusive of GST.
 - ii) Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the proposal, i.e. 120 days beyond the date of opening of Technical Proposal and will be binding on us.
6. If negotiations are held during the validity of the Proposal i.e. before, we undertake to Negotiate on the basis of quoted rate. Our proposal is binding upon us and subject toModifications from contract negotiations.

7. I/We undertake that, in competing for and in executing (if the award is made to us) the above contract, we will strictly observe the laws of the land in force against fraud and corruption.
8. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
9. I/We agree to allow RVNL, at its option, to inspect and audit all accounts, documents, and records relating to the Bidder's Proposal and to the performance of the ensuing Bidder's Contract.
- 10. Our financial proposal shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the proposal i.e. 120 days beyond the date of opening of technical proposal and will be binding on us.**
11. We have not made any tampering or changes in the RFP documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.
12. *I/We* understand that, the Rail Vikas Nigam Limited is not bound to accept any proposal that the Rail Vikas Nigam Limited may receive.

Yours faithfully,

.....
Signature of authorised signatory of Bidder
(Seal)

Address:

Enclosures: As per ITC **Form 1B & 11**

FORM - 2

**FORMAT FOR POWER OF ATTORNEY FOR
AUTHORISED SIGNATORY OF SINGLE ENTITY**

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we (Name of the firm with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to **“Support Services and compliance related to Accounting Matters in RVNL Corporate Office** including signing and submission of all documents and providing information/responses to General Manager (Finance), RVNL, New Delhi, -----representing us in all matters, dealing with Rail Vikas Nigam Limited in all matters in connection with our bid for the said consultancy contract.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2024

.....
(Signature of authorised Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Bidder's Information Sheet

Bidder's Information	
Legal name of Firm	
Year of constitution of the Firm	
Registration No. and year of registration of the Firm, in India (FRN No. of ICAI)	
Legal address of the Firm	
Details of Firm's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The CA firm shall attach copies of the following original documents with the forms:

- Certificate of Constitution / Registration in India.

Details of Experience of Bidder for Support Services and compliance related to Accounting Matters in RVNL Corporate Office

Fill up one form per contract of Consultancy/Service where Bidder (as Consultant) has rendered services.

Contract No.		Contract Name	
Award Date		Actual Completion Date	
Total Contract Value of compilation of Accounting / Statutory Audit	Rs.		
Providing Support Services and Compliance Related to Statutory Audit / Accounting Matters in SAP/ ERP Environment	Yes/ No		
Net Worth and Turnover of the Company (Employer) for whom the Bidder has compiled Accounts / done statutory audit for the FY 2020-21,2021-22 and 2022-23			
Employer's Name, Current Address and Current Telephone/ E-mail			
Detailed Narrative Description of services rendered. (Give Details of Work that defines the scope relevant to the requirement)			

Note: -

1. **The Bidder shall attach copies of Certificate(s) in support of fulfilling the following two aspects of experience, issued by the Company (Employer) for which the firm has conducted Support Services and Compliance Related to Accounting:**
 - (i) Bidder should have experience of compiling accounts/Statutory Audit of a Listed PSE Company having Net Worth of more than Rs. 500 Crore and Turnover of more than Rs. 2000 Crore in any of the last three years (i.e. 2020-21, 2021-22 and 2022-23).
 - (ii) It should have experience of Accounting in an SAP/ERP environment (in any contract)
2. **The Bidder should provide a summary (as per the contract wise detail provided) showing that the firm has Gross Receipts from Compilation of Accounts , Statutory Audit Assignments, of Rs. 1 Crore (Rupees One Crore) in any of the last three Financial Years i.e. 2020-21,2012-22 and 2022-23.**

Firm's Name & Signature of authorized signatory (Seal)

Profit After Tax

Bidder must fill in this form

NAME OF BIDDER:

Block Year	Financial Data for Last 3 Years (in INR for Indian applicants)		
	Year 1 (2020-21)	Year 2 (2021-22)	Year 3 (2022-23)
Profit After Tax (PAT)			
Average PAT			

1. The Bidder shall attach copies of the following original documents with the form:

Copies of the audited Financial Statements, including all related notes, Balance Sheets and Income Statements for the last three financial years, as indicated above, complying with the following conditions.

- All such documents that reflect the financial situation of the Bidder.
- Form must be certified by an external Chartered Accountant.
- Information must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Proposal Security**Bank Guarantee**

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

To:

The Chairman and Managing Director,
Rail Vikas Nigam Limited,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place, R. K. Puram,
New Delhi-110 066.

Date:

Proposal Security No.

We have been informed that **[Insert name of the CA Firm (Bidder)]**..... (hereinafter called "the Bidder") intends to submit to you its proposal (hereinafter called "the Proposal") for the Consultancy Services for the. **[insert name of work]** under Invitation for Request for Proposals No. dated ("the RFP").

WHEREAS, the Bidder is required to furnish Proposal security for the sum of **[Insert Value of Proposal Security required]**, in the form of bank guarantee, according to your conditions of RFP.

AND

WHEREAS,**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for proposal security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of **[Insert Value of Proposal Security required]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the RFP document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]* till*[insert date, which should be minimum 60 days beyond the expiry of proposal validity date in the RFP]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of proposal security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer . The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

[Signature of Authorized person of Bank]

[Name in Block letters].....

[Designation].....

[P/Attorney]No.....

Witness:

1 Signature

Name & Address & Seal

Bank's Seal

[P/Attorney]No.....

2 Signature

Name & address & Seal

Note: All italicized text is for guidance on how to prepare this Bank Guarantee and shall be deleted from the final document.

Proposal Security Declaration Form - Deleted

**FORM OF CONTRACT PERFORMANCE SECURITY
(BANK GUARANTEE)**

[Refer Clause 10 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

The Chairman and Managing Director,
Rail Vikas Nigam Limited,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place, R. K. Puram,
New Delhi-110 066.

WHEREAS, Rail Vikas Nigam Limited, hereinafter called the **Employer**, acting through *[Insert Designation and address of the Employer's Representative]*, has accepted the proposal of *[Insert Name and address of the Bidder]*, hereinafter called the **Bidder**, for the work of *[Insert Name of Work]*, vide Notification of Award No. *[Insert Notification of Award No.]*.

AND

WHEREAS, the Bidder is required to furnish Performance Security for the sum of *[Insert Value of Performance Security required]*, calculated @ 10% of the contract value in the form of Bank Guarantee, being a condition precedent to the signing of the contract agreement.

AND

WHEREAS, *[Insert Name of the Bank]*, with its Branch *[Address]* having its Headquarters office at *[Address]*, hereinafter called the **Bank**, acting through *[Designation(s) of the authorised person of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Performance Security as hereinafter contained:

- 1 KNOW ALL MEN by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of *[Insert Value of Performance Security required]* as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
- 3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

- 4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
- 5 The Bank Guarantee shall be unconditional and irrevocable.
- 6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
- 7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Bidder, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 8 This guarantee is valid and effective from the date of it's issue, which is *[insert date of issue]*. The guarantee and our obligations under it will expire on *[Insert the date sixty days after the specified completion period for the consultancy contract]*. All demands for payment under the guarantee must be received by us on or before that date.
- 9 The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry Date.
- 10 The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer is available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorised person of Bank]

[Name in Block letters].....

[Designation].....

[P/Attorney]No.....

Bank's Seal

[P/Attorney] No.....

Witness :

1. Signature

Name & Address & Seal

2. Signature
Name & address & Seal

Note :

- 1 All italicized text is for guidance on how to prepare this Bank Guarantee and shall be deleted from the final document.
2. The Bank Guarantee should be duly attested by Notary public with Notarial Stamps of appropriate value affixed thereon.

Form 8A (1/3)

Personnel Qualification and Experience
(To be submitted after Award of Contract)

Team Leader (Sr. Chartered Accountant with 20 years experience): 1

S. No.	Name	Date of Birth	Qualification Parameters	Requirements as per RFP	Remarks
1.			Chartered Accountant	Essential	Please refer Staffing Schedule in Section-2.

Form 8A (2/3)

Personnel Qualification and Experience
(To be submitted after Award of Contract)

(Chartered Accountants with 8 years experience : 1

S. No.	Name	Date of Birth	Qualification Parameters	Requirements as per RFP	Remarks
1.			Chartered Accountant	Essential	Please refer Staffing Schedule in Section-2.

(Chartered Accountants with 3 years experience : 1

S. No.	Name	Date of Birth	Qualification Parameters	Requirements as per RFP	Remarks
1.			Chartered Accountant	Essential	Please refer Staffing Schedule in Section-2.

Key Personnel Qualification and Experience

Team Members: (2)

S. No.	Name	Date of Birth	Qualification Parameters	Requirements as per RFP	Remarks
1.			CA-Intermediate Pass	Essential	Please refer Staffing Schedule in Section-2.
2.			CA-Intermediate Pass	Essential	

Note: Qualification parameter should be supported with necessary documents

FORM 8B-Deleted

FORM 8C (1/3)-Deleted

FORM 8C (2/3)-Deleted

FORM 8C (3/3)-Deleted

FORM 9-Deleted

Firm's Audited Financial Data for last 3 financial years:

S. No.	Years	Gross Receipts of the C.A. Firm	Gross Receipts of the C.A. Firm from compilation of accounts/statutory Auditing assignment
1	2020-21		
2	2021-22		
3	2022-23		
	Total		
	Average		

Note:

1. Please provide Audited Balance Sheets/Profit & Loss Accounts in support of Information given above.
2. Form 10 should be certified by Chartered Accountant.

Financial Offer

Name of Work/ Consultancy: Engagement of Consultant for support services and compliance related to Accounting matters

Name of C.A. Firm

P.A.N. No. of C.A. Firm

GST Registration No.

S.No.	Particulars	Amount in figures (Rs.) excluding GST	Amount in words (Rs.)
1.	Engagement of Consultant for support services and compliance related to Accounting matters of the company for 2 years.		
	Total		

Total amount quoted by the Bidder Rs.....

In words Rs.....

Note:

1. GST at applicable rates will be paid extra by RVNL.
2. Deployment of personnel should be as per the requirement given in Staffing Schedule (Annexure-1/Section-2 – Attachment 2).
3. This is minimum deployment of personnel. However, in order to complete the work specified in Terms of Reference, the Bidder may deploy more personnel at his own cost.
4. Form 11 shown above relates to the costs of services i.e. Annual Professional Fee for conducting of services through deployed personnel as mentioned at Note 2 above for 2 years.
5. Payment schedule –Payment will be made as per Article VI, Section 6.05 of Section 5-GCC which stipulates “Payments to the Service Provider shall be made by the Employer on monthly basis on overall satisfactory performance and completion of work defined in Scope of Work – Section-4. The Service Provider has to submit a bill accordingly, on monthly basis by 7th of the following month along with a Certificate for Statutory obligations defined in Declaration for Labour Law compliance – APPENDIX ‘B’ (as given in Section-4 Terms of Reference) & Section 6.02 (b) of General Conditions of Contract.
6. If there is any discrepancy in word and figure of quoted rate, Rate quoted in Word will prevail.

(Signature of Authorised Signatory)

Stamp of the C.A. Firm

FORM - 12

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
ALONGWITH THE PROPOSAL**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Bidder)***

I..... (Name and designation)**..... appointed as the attorney/authorized signatory of the Bidder, M/s. (hereinafter called the Bidder) for the purpose of the Proposal for the of as per the RFP No. of RVNL, do hereby solemnly affirm and state on behalf of the Bidder as under:

1. That the bidder has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by RVNL at any time and/or no such blacklisting is in force as on the deadline for submission of proposals.
2. That none of the previous contracts of the Bidder had been terminated/rescinded for Consultant's failure by Rail Vikas Nigam Ltd. during the period of last 2 years before the deadline for submission of proposals.
3. That the Consultant is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the proposals.
4. That the name of the Consultant is not on the list of "Poor Performer" of RVNL as on the deadline for submission of proposals
5. We declare that the Consultant have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared as poor performer.
6. Deleted
7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

9. We understand that in case we cease to fulfill the requirements of the eligibility and qualifying criteria at any time after opening of proposals and till finalization of proposals, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and proposal security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Proposal or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.
10. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the proposal security. Further, we [insert name of the bidder]** understand that we shall be liable for banning of business dealings upto a period of five years.
11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Proposal or Performance Security and banning of business dealings for a period of upto five years. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the proposal security. Further, we [insert name of the Bidder]** _ understand that we shall be liable for banning of business dealings upto a period of five years.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that _____ the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

*Modify the contents wherever necessary, in terms of sub-clause 1.2.2 ITC.

** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

FORM 13 – Deleted

FORM 14 - Deleted

EQC INFORMATION SHEET

ITC Clause No & Clause heading	References (Folio No.) of Documents through which criteria against each item is being met.
1.2.2 Eligibility and Minimum Qualification Criteria:	
I. Hurdle Criterion Para 5.7.2.2	
5.7.2.2.1 (i) The Chartered Accountant firm should be registered in India with their Head Office in Delhi/ NCR as stipulated in Data Sheet in Section 2.	
5.7.2.2.2 The Bidder should have experience of compiling accounts/Statutory Audit of a Listed PSE Company having Net Worth of more than Rs. 500 Crore and Turnover of more than Rs. 2000 Crore in any of the last three years (i.e. 2020-21, 2021-22 and 2022-23).	
5.7.2.2.3 Submission of audited Balance Sheets for the last three years i.e. 2020-21 , 2021-22 and 2022-23, to demonstrate the current soundness of the Bidders Financial Position and its prospective long-term profitability. As a minimum average PAT for the last three years i.e. 2020-21 , 2021-22 and 2022-23 should be positive.	
5.7.2.2.4 The firm should have a total Gross Receipts from Accounting/ Statutory Auditing/ assignments of Rs. 1 Crore (Rupees One crore)	

in any of the last three years i.e. 2020-21 , 2021-22 and 2022-23 (Contents of this column should be certified by an external Chartered Accountant/ Auditor and supported by Audited Balance Sheets)	
5.7.2.2.5 (i)The Bidder should have experience of working in an SAP/ERP environment.	
II. Evaluation in criteria in Para 5.7.2.2.6	
The firm should have minimum Average Annual Gross Receipt of Rs. 3 crore calculated on bases of receipts of previous 3 Financial Years i.e. 2020-21,2021-22and 2022-23	
III. Responsiveness	
a. Submitted P.O.A.	
b. Audited Balance Sheets for last 3 financial years	
c. Submitted audited financial data in Form 5 & Form 10	

Note :

1. Each Bidder should submit details/references as to how eligibility criteria are being met by the Bidder against each item of EQC.
2. Bidder should note that the Bid will be evaluated based only on the documents referred to herein.

TERMS OF REFERENCE

SERVICES

FOR

ENGAGEMENT OF CONSULTANT

FOR

SUPPORT SERVICES AND COMPLIANCE

RELATED TO

ACCOUNTING MATTERS

IN RVNL

SECTION – 4

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TERMS OF REFERENCE FOR

SERVICES TO BE PROVIDED BY BIDDER

1 Introduction & Background:

- 1.1 **Rail Vikas Nigam Limited (RVNL)**, having its Corporate office at 1st Floor August Kranti Bhavan, Bhikaji Cama Place, New Delhi – 110066, India is a **Nav Ratna Public Sector Enterprise** set up as Government Company under the provisions of Section 617 of Companies Act, invites proposals under single stage two packet system for the “Engagement of Consultant for Support Services and Compliance of Accounting Matters” through open tender.
- 1.2 RVNL is a listed Company. Financials of RVNL are available on website www.rvnl.org. The Bidder may take note that RVNL is having Project Implementation Units (PIUs) all over India (30 nos.). The process for Compilation of Financial statements is centrally done at Corporate Office, New Delhi.

1.2 Deleted, 1.3 Deleted, 1.4 Deleted.

2. The Bidders:

- 2.1 The Bidders shall be a Chartered Accountant firm registered in India with their Office in Delhi/NCR as stipulated in Data Sheet in Section 2.
- 2.2 For smooth and efficient functioning of Accounting matters including Statutory compliances, the Bidder is required to deploy a team of 5 members as minimum deployment of personnel. The Bidder's team will comprise of One Team leader (senior Partner), One chartered Accountant with eight year experience, one Chartered Accountant with three year experience assisted by two CA Intermediate. The Bidder will have to deploy only personnel who have the specified relevant qualification and experience as per Form 8A(1/3), 8A(2/3) and 8A(3/3). **This is minimum deployment of personnel. However, in order to complete the work specified in Terms of Reference, the Bidder may deploy more personnel at his own cost.**

3. Objective:

- 3.1(a) RVNL has implemented integrated IT Solution and Finance Module of SAP which is catering the need of accounting function. Data entry/posting of vouchers in the accounting software is done by the Finance personnel of RVNL [With the help of IT Solution, preparation of Ledgers and Trial Balance will now be prepared in-house]. However, for Preparation and Finalization of Financial Statements engagement of a Chartered Accountant firm is required.

3.1(b) Deleted

3.2 Deleted

4 Scope:

Engagement of Consultant for Support Services and Compliance Related to Accounting Matters.

4.1 Terms of Reference (TOR):

Specific Terms of Reference (TOR) and the Scope of work required from the 'Bidder' for support services and compliance of Accounting functions in RVNL have been described in **Appendix A**.

4.2 The scope of work of the Bidder includes but not limited to the TOR. The scope of work/ TOR, may vary as per the requirement of the Employer. All such Variations will be governed by Article XVII of Section 5 of General Conditions of Contract (GCC).

4.2.1 Deleted

4.2.2 Deleted

4.2.3 Deleted

4.2.4 Deleted

4.2.5 Deleted

5 Deleted

5.1 Deleted

5.1.1 Deleted

5.2 Deleted

5.3 Deleted

5.4 Deleted

5.5 Deleted

5.5.2 Deleted

5.6 Deleted

5.7 Deleted

5.8 Reports:

5.8.1 The Bidder shall also prepare all the MIS reports as required by the Management, Ministry of Railways, Zonal Railways, Department of Public Enterprises, Income Tax ROC, Internal Auditor, Statutory Auditor, Government Auditor etc. as mentioned in Terms of Reference – Appendix-A.

Any other report as may be required by the employer.

5.8.2 Deleted

6 Deleted

7 Deleted

**Annexure 1 (Section 4)
DELETED**

**Annexure 2
(Section 4)
DELETED**

Appendix - A**Terms of Reference****Period of Assignment**

Period of assignment for the work to be undertaken by the Firm will be for the period of Two years (starting from the date of commencement mentioned in the letter of award) and can be extendable for further one year on same terms and conditions on satisfactory performance at the sole discretion of the RVNL. The work will be completed on submission of all the MIS reports for the last month and successful handing over of the records/details/data to the successors/Client and only after receiving the NOC from RVNL/ Successors.

Scope of Work: includes the following but not limited to :

1. Audit and Accounts**1.1. Companies Act 2013, SEBI Act 1992, Indian Accounting Standard:**

- 1.1.1. Review of all the General Ledgers in Trial Balances, for identifying exception and errors in the transactions and suggestions for rectifications.
- 1.1.2. Preparation of all reports and working of Ind-AS such as Ind-AS-109 & 116 etc. as applicable for RVNL.
- 1.1.3. Preparation of Standalone and Consolidated Financial Statements as per the requirement of Companies Act for RVNL.
- 1.1.4. Review of Notes to Accounts of financial statements from time to time and framing of Accounting Policies as per the requirements of Ind-AS and Companies Act 2013 and SEBI Act 1992 as ammended from time to time.
- 1.1.5. Review of minutes of Audit committee / Board meetings held during the period as well as after the period till signing of financial statements to ensure proper disclosure and reporting and accounting treatment if so required.
- 1.1.6. Critical Review of Financial Statements and disclosures therein received from Subsidiaries, SPV's and JV's before these are incorporated in Consolidated Financial Statements. Impact of Disclosures in Audited accounts of these entities on the financial statements of RVNL should be accessed and wherever required it should be incorporated after discussion with management of RVNL.
- 1.1.7. Preparation of SEBI format of Standalone and Consolidated Financial Statements as per SEBI regulations under SEBI Act, for submission to stock exchanges.
- 1.1.8. Generation of information out of financial results for SEBI for publishing in Newspapers, as per requirement of SEBI Act 1992.
- 1.1.9. Filling up of information of XBRL formats provided by Company Secreatary for Standalone and Consolidated Financial Statements, for submission at MCA websites.

- 1.1.10. Preparation of Ratio Analysis in respect to Financial Statements, as required from time to time and also for publishing in Annual Report under Management Discussion & Analysis (MD&A).
- 1.1.11. Providing financial data for publishing of Annual Report (including Director's Report).
- 1.1.12. Compilation of information and providing professional guidance in preparation of reply for Statutory Audit, Internal Audit and CAG Audit observations.
- 1.1.13. Compilation of information based on historical financial data for various MIS and other purposes.
- 1.1.14. Legal and Professional Consultancy on any matter of Audit and Accounts, Companies Act 2013, SEBI Act 1992, Ind-AS and Financial Ratio Analysis.
- 1.1.15. Compilation of relevant clauses of JV agreement/MOU and suggestion of accounting treatment thereon, assistance in maintenance of JV agreement, MOU and LOA from the client in respect of such associations.
- 1.1.16. Preparation of presentation in respect of quarterly and yearly results for Audit Committee and BOD with comments in respect of material variations.
- 1.1.17. Maintenance of Financial data on yearly/ quarterly basis after publication of results for MIS purposes.
- 1.1.18. Preparation of presentation in respect of quarterly and yearly results for Audit Committee and BOD.
- 1.1.19. Maintenance of Financial data on yearly/ quarterly basis after publication of results for MIS purposes.
- 1.1.20. Preparation of Management Representation Letter (Draft).
- 1.1.21. Draft Reply to Statutory Auditor's Observations.
- 1.1.22. Suggest and put into effect any changes made to the Companies Act 2013, SEBI guidelines, and other laws that affect financial reporting, disclosure obligations and other related areas. Accounting policies may be added to or modified as needed in response to these additions or revisions.

Note:

- i) **RVNL is maintaining records in SAP, team assigned for above work should have working knowledge of SAP.**
- ii) **Deployed personnel should have their own Laptop Computers for carrying out the tasks in RVNL. Seating arrangement and LAN facility for Internet connectivity will be provided by RVNL.**

Appendix-A (Annexure 1) DELETED

Appendix-A (Annexure 2) DELETED

Appendix-A (Annexure 3) DELETED

Appendix-A (Annexure 4) DELETED

APPENDIX 'B'**Declaration for Labour Law Compliance**

We are in compliance with all applicable law (like Provident Fund Act, Minimum Wages Act etc.) relating to Personnel deployed in Rail Vikas Nigam Limited. Our EPF no isWe are responsible for Statutory compliance of Labour Law for the Personnel deployed by us for RVNL. We further confirm that all statutory requirements are being complied by us.

(Signature with date)
Authorised Signatory

FORM OF CONTRACT AGREEMENT

GENERAL CONDITIONS OF CONTRACT

AND

SPECIAL CONDITIONS OF CONTRACT

**FOR
ENGAGEMENT OF CONSULTANT FOR SUPPORT SERVICES
AND
COMPLIANCE RELATED TO ACCOUNTING
MATTERS
IN
RVNL**

SECTION - 5

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RVNL

A: FORM OF CONTRACT AGREEMENT

**ENGAGEMENT OF CONSULTANT FOR SUPPORT SERVICES AND
COMPLIANCE RELATED TO ACCOUNTING MATTERS
IN RVNL**

CONTRACT No. _____ **Date** _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the “Contract”) is made on the _____ day of _____ 2024 between the _____ on the one part (hereinafter called the “Employer”) acting through the Chairman & Managing Director, and _____ (hereinafter – called the _____ “C.A. Firm”) on the other part — the C.A. Firm who will be represented hereunder at all times by _____ will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the services of the C.A. Firm to be performed hereunder.

WHEREAS

- A) Rail Vikas Nigam Limited has been established by Ministry of Railway, hereinafter referred to as “Railway” as a Special Purpose Vehicle (SPV) under the Companies Act 1956 to develop, mobilize resources and implement these projects which are part of National Railway Vikas Yojana (NRVY) Scheme through a Memorandum of Understanding.
- B) The Employer has requested the – C.A. Firm to provide consulting services for “ENGAGEMENT OF CONSULTANT FOR SUPPORT SERVICES AND COMPLIANCE RELATED TO ACCOUNTING MATTERS IN RVNL.
- C) The – C.A. Firm has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services.

The work to be performed by -
C.A. Firm under the Contract (such work being hereinafter called the Services) is broadly described in **Terms of Reference – Appendix-A (Section-4).**

Clause 2. Reports.

The C.A. Firm shall submit to Employer in the English language the reports and documentation specified in **Appendix – A (Section-4)**.

Clause 3. Deleted

Clause 4. Deleted

Clause 5. Deleted

Clause 6. Maximum payment to the Service Provider:

Except as may be otherwise agreed under the General Condition of Contract and notwithstanding any other provisions of this contract, payments under this contract shall not exceed Rs.....(Rupees.....) plus Goods and Services Tax as applicable. The C.A. Firm and their Personnel shall pay Taxes, Duties, Fees, Levies and other impositions levied under the existing, amended or enacted laws during the life of this contract and the Employer shall perform such duties in regard to the deductions of such tax as may be lawfully imposed.

Clause 7. Accounts for Payment:

Subject to Articles VI of the General Conditions of Contract, all payments under this Contract shall be made to the following account of the C.A. Firm:

- i) Name
- ii) Address of Bank:
- iii) Title of the Bank A/c (Beneficiary);
- iv) Bank A/c. No.
- v) Bank's IFSC Code
- vi) Bank's Sort Code
- vii) Bank's Swift Code
- viii) Bank's telephone number

.....
(To be indicated by the C.A. Firm and agreed by the Employer)

Clause 8. Authorized Representative of C.A. Firm

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the C.A. Firm by a designated representative and on behalf of the Employer by designated representative of Rail Vikas Nigam Limited.

Clause 9. Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the party to which it is required to be given or made at such Party's address (given below) specified in writing to the Party giving such notice or making such request.

General Manager/Finance,
Rail Vikas Nigam Limited

-----,

For the C.A.Firm

Clause 10. Effective Date.

The Contract shall become effective From

Clause 11. Miscellaneous.**(a) Deleted**

(b) The General Conditions of Contract and documents attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the Parties.

(c) **Notice for Delay:** In the event that the Service Provider encounters delay for the Conduct of the Services, the Service Provider shall promptly notify the employer of such delay and may request an appropriate extension of time for completion of the Services.

Clause 12: Documents forming the Contract.

The following documents along with original RFP documents, Addendum/Corrigendum or any other reference made in connection with RFP document shall be deemed to form and be read and construed as part of this Contract Agreement.

- i) The Letter of Award
- ii) The C.A. Firm's Proposal along with the Addendum/ Corrigendum

- iii) All correspondence between C.A. and Employer after Submission of RFP and before issue of Letter of Award.
- iv) Notice to Proceed.
- v) Performance Security.

IN WITNESS WHEREOF, the Parties hereof have caused the Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF (THE EMPLOYER)

(Authorized Representative)

FOR AND ON BEHALF OF (The C.A. Firm)

(Authorized Representative)

B: - GENERAL CONDITIONS OF CONTRACT

ARTICLE I

Personnel

Section 1.01: Except as the Employer may otherwise agree, no changes shall be made in the Personal. If for any reason beyond the reasonable control of the Consultant (e.g. death, physical disability etc.) a replacement is required under section 1.02 and it becomes necessary for the Consultant to replace any of the personnel specified by name, the Consultant shall forthwith provide a replacement acceptable to the Employer with comparable or better qualifications.

Section 1.02: Notwithstanding the provision of section 1.03 below, In the event that any of the personnel is found by the employer to be incompetent, guilty of misbehaviour or incapable in discharging the assigned responsibilities the Employer may direct the service provider by a written notice at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Employer so as to maintain the minimum deployment.

Penalty Clause

Section 1.03: In the event that any of the deployed personnel is found by the Employer to be incompetent, guilty of misbehavior or incapable of discharging the assigned responsibilities, the Employer may direct the Consultant by a written notice, at the expense of the Consultant, to forthwith provide a replacement with equivalent or better qualifications and experience acceptable to the Employer.

Consultant shall promptly submit the CV of the personnel proposed to be deployed as replacement and RVNL shall convey approval/rejection (after personal meeting, if required), within a period of 7 days of receipt of such CV.

Such replacement should be arranged at the earliest but not later than 14 days of such notice. If a replacement is not given within 14 days, then a deduction @ 0.5% of the accepted monthly fee rate per day of the delay, shall be applicable. In case RVNL instructs to remove the personnel with immediate effect in the interest of work, the Consultant shall be bound to comply with Employer's instructions without demur.

In case RVNL does not convey the approval/rejection within 10 days of receipt of CV, the period of 14 days shall be deemed to be extended by the number of days taken beyond stipulated 10 days subject the condition that there is no delay on account of the Consultant in presenting the person for meeting with RNL official on the date decided and conveyed by RVNL and in such a case, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer promptly and wait for the decision of the Employer for another 7 days from the receipt of such reminder by the Employer, if still Employer fails to convey its approval/rejection of the CV, then the CV shall deemed to be accepted and such proposed personnel shall become eligible for deployment.

Section 1.04:

If the Team Leader or Team member are required to be replaced on its own by the Consultant, for the reasons other than permanent long term disability or death prior notice of 30 days should be given for replacement of CA and in case of semi qualified 15 days of prior notice should be given. In case of replacement without notice period or lesser period, pro rata deduction will be made from the monthly bill.

Section 1.05:

Team Leaders being important controlling personnel for the contract should normally not be changed once deployed. However, in exceptional circumstance if change is a must, then an overlapping period of 7 days is to be provided for proper handing over and taking over. For such overlapping period, the Employer will pay the man month rate for one person only. In case if such overlapping period is not ensured, recovery @ 1/30th of the accepted monthly fee rate of the personnel shall be done for each day of reduction in overlap.

Section 1.06:

If CV of the proposed personnel is found incorrect or inflated at a later date, the personnel accepted will be removed from his assignment and debarred from further assignments in RVNL works for a period of 3 years. If a C.A. firm submits such an incorrect or inflated CV for the second time in the same contract, necessary action shall be taken by RVNL to debar the firm from participating in future assignments of RVNL for a period of upto 2 years.

Section 1.07: To ensure better discipline, management and better availability of consultant personnel, the consultant shall ensure that the deployed personnel reside in the vicinity of the Employer work area (Corporate office) to enable him to be available on all working days. Failure to ensure this will be treated as non-compliance of contractual obligation under section 3.07.

Section 1.08: Deleted,
Section 1.09: Deleted,
Section 1.10: Deleted,
Section 1.11: Deleted,
Section 1.12: Deleted

ARTICLE II

Staffing Schedule

Section 2.01:

Senior Partner Chartered Accountant – 01 Number: – Should have at least 20 years of working experience as Chartered Accountant. He will be responsible for the overall supervision of work of deployed team and will also be required to review draft financial results and provide guidance/opinion for the presentation and disclosure in the financial results wherever required.

Senior Chartered Accountant – 01 Number: Should have at least 8 years of working experience as Chartered Accountant and should have expertise in Accounts, Audit. The Sr. C.A. should have professional expertise in examining technical issues and providing guidance/ opinion thereon. The Sr. C.A. should be a regular and permanent in the C.A. firm and would not be replaced during the currency of the contract agreement.

Chartered Accountant – 01 Number: Should have at least 3 years of working experience as Chartered Accountant and should have -

- a. Good knowledge of Accounting Standards (Ind-AS) as well as Accounting Policies applicable on PSUs and listed Entities.
- b. Experience of dealing various Audits

Accounts Assistants – 2 Numbers: CA-Intermediate:

- a. Assistance in preparations of Financial Statements,
- b. Assistance in preparation of various MIS reports.

Section 2.02: Deleted

ARTICLE III

Performance of the Services

Section 3.01: The Consultant shall carry out the Services with due diligence and efficiency and shall furnish to the Employer such information related to the Services as the Employer, may from time to time reasonably request.

Section 3.02: The Consultant shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

Section 3.03: The Consultant shall furnish to the Employer such information related to the Services as the Employer may from time to time reasonably request.

Section 3.04: (a) Performance Security

The Consultant shall furnish performance security as specified in Data Sheet for carrying out the services in accordance with the provisions of Contract Agreement. The Consultant shall ensure that the Performance Security is valid and enforceable until the Consultant has completed the services. If the terms of the Performance Security specify its expiry date, and the Consultant have not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the Performance Security upto the anticipated date that the services will be completed.

The Guarantee shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Consultant within 21 days after issue of Completion of the Contract.

Whenever the contract is terminated under Section 15.01 due to default of the Consultant, Performance Security shall be forfeited in full and the Performance Guarantee shall be encashed.

The balance work shall be got done independently by the Employer without risk and cost of the failed Consultant. The failed Consultant shall be debarred from participating in the tender for carrying out the balance work.

Section 3.04: (b) Deleted, Section 3.05: Deleted

Section 3.06: Commencement of Services

- a. **Date of commencement:** As specified in Data Sheet.

b. **Period of Consultancy Services:** As specified in Data Sheet.

Section 3.07: - Deficiency in Services or absent of Consultant Personnel:

a)

- I) In case of failure of initial deployment;
 - (i) for whom CVs were submitted along with the tender proposal and not covered under section 1.01 above, within 14 days of the request of the Employer; and/or
 - (ii) for the position(s) other than (i) above within 15 days from the date of the request of the Employer;

RVNL will be entitled to a deduction @ 0.5% of the accepted monthly fee rate of the personnel not deployed per day of delay, after the notice period of 10/15 days for **Team leader or Team member** covered under (i)/(ii) above.

- II) In case of failure of replacement of **Team leader or Team member** on its own by the consultant after initial deployment, within 14 days from the date the Consultant intimates the Employer of his intention to replace the personnel (as the existing personnel has already left and unlikely to resume his duties), RVNL will be entitled to a deduction @ 0.5% of the accepted monthly fee rate of the personnel for each day of delay beyond 60 days.
- III) In case of absence of consultant for more than 3 days without intimation to RVNL official in writing, RVNL will be entitled to a deduction @ 0.5% of the accepted monthly fee rate of the personnel remained absent per day.

- b) If the RVNL official dealing with the contract is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non compliance of any of the provisions of the contract, a deduction of Rs. 25,000/- or higher but not exceeding 1% of the monthly payment for consultancy shall be applicable for each instance of non performance/non compliance.

Notwithstanding anything contained above, the Consultant must ensure to perform/take corrective action on the particular non performance/non compliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of contract as decided by the employer.

- c) If more than 5 incidents occur requiring deductions as mentioned in (b) above, the Employer may initiate action to terminate the contract due to unsatisfactory performance, on the recommendations of Project Director.

- d) Deleted

- e) Deleted
- f) Deleted
- g) Deleted
- h) Notwithstanding anything contained above, the Employer may initiate proceedings for declaring the Consultant “Poor Performer/Banning of Business Dealings” for the default(s)/failure(s) noted of the Consultant in performance of their assignment depending upon the gravity/frequency of the default/failure.

Section 3.08: Deleted

ARTICLE IV

Sub-Contracts

Section 4.01: Deleted

ARTICLE V

Relationship of Parties

Section 5.01: Nothing contained herein shall be construed as establishing or creating between the Employer and the Consultant a relationship of master and servant or principal and agent.

Section 5.02: The Consultant shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

ARTICLE VI

Payments and Mode of Billings

Section 6.01: The Employer shall pay to the Consultant in respect of the Services, such fee on the accepted rates as per Form 11 of Section-3.

The payment will be made as per the accepted Schedule.

Section 6.02 a) Fee shall be determined on the basis of overall satisfactory performance of the Consultant.

- b) Consultant shall be entitled to all benefits under the applicable labour laws and a certificate to this effect shall be recorded by the Consultant while submitting the monthly claim.

Section 6.03: DELETED

Section 6.04: DELETED

Section 6.05:

Payments to the Service Provider shall be made by the Employer on monthly basis on overall satisfactory performance and satisfactory completion of work defined in Scope of Work – Section-4. The Service Provider has to submit a bill accordingly, on monthly basis by 7th of the following month along with a Certificate for Statutory obligations defined in Declaration for Labour Law compliance – APPENDIX ‘B’ (as given in Section-4 Terms of Reference) & Section 6.02 (b) of General Conditions of Contract.

Section 6.06: DELETED

Section 6.07: Should any discrepancy be found to exist between the actual payments made by the Employer and the payment due as per Contract, the final payment shall be adjusted by the Employer to reflect such discrepancy.

Section 6.08: DELETED

Section 6.09:

- (a) Subject to Sections 6.01, the Employer shall pay to the Consultants the amounts claimed pursuant to this Article VI within Fifteen (15) calendar days after receipt of Certificate. The Employer may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- (b) All payments by the Employer shall be made to the account(s) specified in Clause 7 of the Agreement.

Section 6.10: Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

Section 6.11: DELETED

Section 6.12: The Consultant shall give the following details of their bankers for payments in accordance with clause 7 of the Contract Agreement and Section 6.09 of General Conditions of Contract.

- (i) Name of the Bank

- (ii) Address of the Bank
- (iii) Title of Bank Account
- (iv) Bank Account Number
- (v) Bank's Sort code
- (vi) Bank's Swift/IFSC code
- (vii) Bank's telephone number

Section 6.13: Payments shall be made in accordance with Section 6.09. No interest is admissible on amounts payable by the Employer.

Section 6.14: **DELETED**

ARTICLE VII

Accounts and Records

Section 7.01: The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accuracy.

Section 7.02: The Consultant shall permit duly authorized representatives of the Employer, including Auditors selected by the Employer, to inspect and make an audit of all such documents, Accounts and records in connection with payments made in accordance with this Contract.

If overpayment is a result of the Consultant having been engaged in what the Employer determines to constitute corrupt practices or fraudulent practices, the Employer shall, unless it decides otherwise, terminate the contract. Such action shall be in addition to any action that the Employer may declare the Consultant ineligible for award of further the Employer-finance contracts.

ARTICLE VIII

Indemnity and Insurance

Section 8.01: **The Consultants:**

(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the Section 8.02 hereunder, and

(b) at the Employer's request, shall provide evidence to the Employer, showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Section 8.02: The risks and the coverages shall be:

- (1) Third Party liability insurance with a minimum coverage for Rs. 2 Lakhs for the period of Contract.
- (2) Employer's liability with respect to Personnel's life, health, accident, travel or other insurance as may appropriate;
- (3) Professional liability insurance with a minimum coverage equal to total contract value for this contract.

Section 8.03:

- (a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Employer, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Section 3.01.
- (b) In addition to any liability Consultant may have under Section 3.01. Consultant shall, at its own cost and expense, upon request of Employer, re-perform the services in the event of Consultant's failure to exercise the skill and care required under Section 3.01.
- (c) The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (I) Employer's overriding a decision or (II) requiring Consultant to implement a decision or recommendation with which Consultant does not agree.

ARTICLE IX

Ownership of Work Product, Computer Programs and Equipment

Section 9.01: DELETED, Section 9.02: DELETED, Section 9.03: DELETED

ARTICLE X

Disposal of Data and Equipment

Section 10.01: DELETED

ARTICLE XI

Coordination

Section 11.01: DELETED**ARTICLE XII****Exemptions and Facilities****Section 12.01: Taxes and Duties:**

The Consultant and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed..

Section 12.02: DELETED**ARTICLE XIII****Force Majeure**

**Section 13.01:DELETED, Section 13.02: DELETED,
Section 13.03:DELETED, Section 13.04: DELETED,
Section 13.05:DELETED, Section 13.06: DELETED**

Section 13.07: (a) Force Majeure

- (i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- (ii) Political upheaval, Civil Commotion, strikes, lockouts, acts of any Government (domestic/ foreign) including but not limited to war, properties, quarantine embargoes.

The Consultant will advise in the event of his having to resort to this clause by a registered letter the beginning and end of the cause of delay, within 15 days of occurrence and cessation of such Force Majeure condition.

ARTICLE XIV**Suspension****Section 14.01:**

- (a) The Employer may, by notice to the Consultant, suspend, in whole or in part, the Services or the disbursement of payment hereunder if the Employer determines that
 - (i) The Consultant has failed to carry out any of its obligations under this Contract;

- (ii) any other condition has arisen which, in the reasonable opinion of the Employer interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract; or
- (iii) A force majeure event has occurred.
- (b) In the event of Unsatisfactory performance in the implementation of the Services and lapse has not been rectified, the Employer may suspend the payments of fee on the accepted rates as per Form -11 of Section – 3.

ARTICLE XV

Termination

Section 15.01:

Termination by the Employer: The Employer may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant to be given after the occurrence of any of the events specified below.

- (a) If the Consultant do not remedy a failure in the performance of their obligations under clause above under the contract within (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing;
- (b) If the Consultant become insolvent or bankrupt;
- (c) If as a result of Force Majeure, the Consultant are unable to perform a material portion of the services for a period of not less than forty five (45) days, or;
- (d) If the Consultant, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) Any other reason which is beyond the control of the Employer.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer and includes collusive practice among **Service Provider** (prior to or after submission of proposals) designed to establish prices at artificial non—competitive levels and to deprive the Employer of the benefits of free and open competition.

- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Section 15.02: By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Section 15.02.

- a) If the Employer fails to pay any sum due (other than deductions towards penalty etc. as per the conditions of contract stipulated above mentioned sections of GCC) to the Consultant pursuant to this Contract and not subject to dispute pursuant to Article XVI hereof within forty five (45) days after receiving written notice from the Consultant that such payment is overdue, or
- b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than forty five (45) days.

Section 15.03: Payment upon Termination:

- (a) Upon receipt of any notice referred to in Section 15.01 or upon giving of any notice under Section 15.02, the Consultant shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditures to a minimum.
- (b) Unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to reimbursement in full for the costs specified in Section 6.05 as shall have been incurred up to the date of such termination and for costs incident to the orderly liquidation of the Services.
- (c) All claims made by the Consultant under Section 15.03 (b) shall be supported by documentation submitted to the Employer, satisfactory in form and content to the Employer.
- (d) Upon the receipt or giving of any notice referred to in Section 15.03 (a), if the Consultant is not in default under the Contract and has partly or substantially performed its obligation under the Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

ARTICLE XVI
Settlement of Disputes

Section 16.01 Amicable Settlement:

In case any dispute or difference between the Employer and the Consultant for which claim has already been made by the Consultant, remains unresolved, the Consultant shall then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or differences as also the amount of claim item-wise. The parties shall make attempts to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, demand for arbitration may be made by the Consultant after 90 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt for amicable settlement has been made.

Section 16.02: Arbitration

Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Consultant related to any matter arising out of or connected with this contract, then the Consultant after 90 days but within 150 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given under Clause 16.01, shall be entitled to demand in writing that the dispute or difference be referred to arbitration.

Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under clause 16.01 but could not be settled, together with counter claims or set off, shall be referred to arbitration subject to the condition that cumulative amount of claims in the contract is not exceeding 20% of the contract price. Other matters shall not be included in the reference.

The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Chairman and Managing Director, Rail Vikas Nigam Limited, New Delhi (CMD/RVNL).

The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any Statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

- 16.02.1 Number of Arbitrators:** The arbitral tribunal shall consist of
- (i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs.50 lakh.
- 16.02.2 Procedure for Appointment of Arbitrators:** The arbitrators shall be appointed as per following procedure:

- (i) In case of Sole Arbitrator: CMD/RVNL shall appoint an arbitrator within 60 days from the day when a written and valid demand for arbitration is received by CMD/RVNL.

16.02.3

Qualification and Experience of Arbitrators (to be appointed as per sub-clause 16.02.2 above): The arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a working/retired officer (not below E-9 grade and above in a PSU with which RVNL has no business relationship) of any discipline of Accounts/Finance department; or

a retired officer (retired not below the HAG level in Railways) of Indian Railway Accounts Service, having experience in Consultancy contracts; or a retired officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-9 grade in RVNL or a PSU with which RVNL has a business relationship) or Accounts/Finance department, having experience in Consultancy contracts.

No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

16.02.4

No new claim, shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

16.02.5

Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during amicable settlement.

16.02.6

The reference to arbitration may proceed, notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Employer and the Consultant shall not be altered by the reason of the arbitration being conducted during the progress of the Consultancy. Neither party shall be entitled to suspend the services, nor shall payment to the Consultant be withheld on account of such proceedings.

16.02.7

If the Consultant(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/ that the final bill is ready for signature of the Consultant (s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

16.02.8

Arbitration proceedings shall be held at New Delhi, India or at a place where (dealing the contract) office is located, and the language of the

arbitration proceedings and that of all documents and communications between the parties shall be in English.

16.02.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.

16.02.10 Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.

A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

16.02.11 Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

16.02.12 The fees and other charges of the conciliator/arbitrators shall be as per the scales fixed by the employer from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

Section 16.03 The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Data Sheet.

ARTICLE XVII

Variations

Section 17.01: The Contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the Consultant and the Employer.

Section 17.02: Deleted

ARTICLE XVIII**Conflict of Interest**

- Section 18.01:** Except as the Employer shall otherwise specifically agree in writing:
- (a) Neither the Consultant, the personnel nor any subsidiary or affiliate of the Consultant shall engage in any activities, other than as Consultant, on any future project which may emerge from the Services;
 - (b) No personnel of the Consultant listed in the Staffing Schedule shall engage, directly or indirectly, in any business or professional activities which would conflict with the Services.

ARTICLE XIX**Confidential Information**

- Section 19.01:** Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, “confidential information” means any information or knowledge acquired by the Consultant and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

ARTICLE XX**Contractual Ethics**

- Section 20.01:** Deleted

ARTICLE XXI**Compliance to Laws Bylaws & Regulations**

- Section 21.01:** The Consultant shall respect and abide by all applicable laws and regulations in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the Republic of India including regulations and rules made there under as may be in force and effect during the subsistence of this agreement. The Consultant shall use its best efforts to ensure that their personnel and their dependents, while in India and local employees of the Consultant shall respect and abide by the said laws and regulations.

ARTICLE XXII - DELETED

C. SPECIAL CONDITIONS OF CONTRACT

(These conditions are amendments, supplements and modifications to General Conditions of Contract (GCC) and shall supersede the GCC in interpreting the contractual obligations)

Definitions: Unless the context otherwise require the following terms wherever used in this contract shall have the following meaning:

- a) “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this Agreement.
- b) “Contingencies” means provision for items of work which have been overlooked or which may turn out to be necessary during the progress of the services and price contingencies due to increase in international and domestic costs for the person-months rates and reimbursable.
- c) “Contract” means the Contract Agreement signed by the Parties which includes all the documents listed in clause 14 of the Contract Agreement.
- d) “Effective Date” means the date on which ‘notice to proceed’ is given to the Consultant pursuant to clause 12 and clause 4 of the Contract Agreement.
- e) “Foreign Currency” means currency of any other country other than the currency of the Republic of India.
- f) “Local Currency” means the currency of the Republic of India.
- g) “Party” means the Employer or the Consultants, as the case may be, and parties means both of them.
- h) “Personnel” means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the services or any part thereof.
- i) “SCC” means the Special Conditions of Contract by which the General Conditions of Contract may be amended or supplemented; and
- j) “Services” means the work to be performed by the Consultants pursuant to this Contract as described in RFP document.
- k) “Sub-Consultant” means any entity to which the subcontract any part of the Services in accordance with the provisions of Section 4.01 of Article IV of GCC.
- l) “Consultant” means the firm providing Services to the Employer.
- m) “Contractor” means the firm who is executing the project for the Employer.