

Amendment No-2 dt. 07/05/2021

Amendment in NIT*

S.No	Particulars	Previous Amended Date & Time	Revised Amended Date & Time
Para-2(iv) of NIT	Bid Submission Closing Date & Time (Bid due date & time)	10 th May 2021 14.00 Hours	24 th May 2021 14.00 Hours
Para-2(v) of NIT	Technical Bid Opening Date & Time	11 th May 2021 14.30 Hours	25 th May 2021 14.30 Hours

* Due to Covid-19 pandemic and continuous partial lockdown in some states of India, date mentioned in NIT has been changed


(Anjeev Kumar Jain)
General Manager (F)



राइट्स लिमिटेड
(भारत सरकार का प्रतिष्ठान)
RITES LIMITED
(Schedule 'A' Enterprise of Govt. of India)

Amendment No-1

Sub: - Appointment of internal auditor for the FY 2021-22 to 2023-24 through Open E-tendering system-Change in dates mentioned in NIT.

Due to Covid-19 pandemic and partial lockdown in some state of India, following date mentioned in NIT has been changed.

S.No	Particulars	Existing Date & Time	Amended Date & Time
Para-2(iv) of NIT	Bid Submission Closing Date & Time (Bid due date & time)	26 th April 2021 14.00 Hours	10 th May 2021 14.00 Hours
Para-2(v) of NIT	Technical Bid Opening Date & Time	27 th April 2021 14.30 Hours	11 th May 2021 14.30 Hours

Sunil Kumar Sahoo
(Manager/F)



राइट्स लिमिटेड
(भारत सरकार का प्रतिष्ठान)
RITES LIMITED
(Schedule 'A' Enterprise of Govt. of India)


Subject: -E tender for internal audit of various offices of RITES Ltd- Reply of query raised by one bidder.

Query:

Please refer serial no 7 & 8 of Annexure 'C' (Technical Selection Criteria) of your tender referred above requiring the experience of Statutory/Internal Audit. In this connection is submitted that Cost Audit under Section 148(3) of the Companies Act, 2013 is a statutory cost audit and covers the requirement of experience of statutory audit. However, we request you to kindly confirm it so that we could submit our application in response to the aforesaid E-Tender.

Reply:

In reference to serial no 7 & 8 of Annexure 'C' (Technical Selection Criteria) experience of statutory auditors appointed u/s 139 of Companies Act 2013 and/or internal auditors appointed u/s 138 of Companies Act 2013 will be considered. Hence experience of cost audit under section 148(3) of Companies Act, 2013 will not be considered for serial no 7 & 8 of Annexure 'C' (Technical Selection Criteria) "


Krishan Singh
Sr. DGM (Fin)



राइट्स लिमिटेड

(भारत सरकार का प्रतिष्ठान)

RITES LIMITED

(Schedule 'A' Enterprise of Govt. of India)

Subject: -E tender for internal audit of various offices of RITES Ltd- Reply of query no-3 received by RITES.

Query:

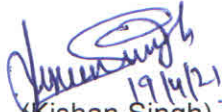
While going through the tender, we observed that there are many locations for which tender can be placed. In this regard, we would like clarification as under:

1. There are total 12 locations for which tender is called for. We have offices in 6 locations, can we apply for the 6 locations or do we need to apply for all the locations
2. If we need to apply for all locations, we can get the same done through our associates as we don't have offices in those locations.

Please clarify with the above point and we are qualified for all the remaining eligibility points as per the Tender.

Reply:

It is clarified that bidder should have head office/branch office as mentioned in NIT Clause no-4(b) and ITB Clause no-2.2(b). Hence, you can apply only for 6 locations.


(Kishan Singh)
Sr. DGM (Fin)



rites limited
(A Government of India Enterprise under Ministry of Railways)
CIN: L74899DL1974GOI007227

E-TENDER/BID DOCUMENT

FOR

**Name of Work: Internal Audit of RITES LIMITED
for FY 2021-22 to FY 2023-24**

Tender No.:RITES/FINANCE/INTERNALAUDIT/2021/01

March - 2021

rites limited
Corporate office: RITES Bhawan No- 1,
Sector-29,Gurugram-122001
Tel: 91(124) 2818135
Email: kishansingh@rites.com

PART- A
SECTION – I

NOTICE INVITING TENDERS (NIT)

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

Clause No.	1.0	GENERAL
Clause No.	2.0	ELIGIBLE BIDDERS
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Clause No.	12.0	CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES
Clause No.	13.0	METHOD OF SELECTION
Clause No.	14.0	TECHNICAL SELECTION CRITERIA (POINT ALLOCATION) FOR BIDDERS

SECTION – III

SCOPE OF WORK

Clause No.	1.0	SCOPE OF WORK
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SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

Clause No.	1.0	DEFINITION OF TERMS
Clause No.	2.0	FIRM/CONSULTANT'S AGENTS/EMPLOYEES
Clause No.	3.0	AWARD OF CONTRACT
Clause No.	4.0	EFFECT AND JURISDICTION OF CONTRACT
Clause No.	5.0	DURATION OF CONTRACT
Clause No.	6.0	TERMINATION OF CONTRACT.
Clause No.	7.0	OBLIGATIONS OF THE FIRM / CONSULTANT
Clause No.	8.0	OBLIGATION OF THE CLIENT
Clause No.	9.0	PAYMENT TO THE FIRM / CONSULTANT

SECTION –V

SPECIAL CONDITIONS OF CONTRACT (SCC)

Clause No.	1.0	PERIOD AND FREQUENCY OF AUDIT
Clause No.	2.0	PAYMENT TERMS AND CONDITIONS

SECTION – VI

FORMS & ANNEXURES

FORM I	TENDER FORM
FORM II	DETAILS OF THE BIDDER
FORM III	FORM OF DECLARATION
FORM IV	DECLARATION OF INELIGIBILITY
FORM V	ECS FORM
FORM VI	CONTRACT AGREEMENT
ANNEXURE-A	AREA & EXTENT OF COVERAGE OF RITES RECORDS BY INTERNAL AUDITOR
ANNEXURE-B	REPORTING REQUIREMENTS
ANNEXURE-C	TECHNICAL SELECTION CRITERIA (POINT ALLOCATION)
ANNEXURE-D	COMBINED QUALITY AND COST EVALUATION
ANNEXURE-E	CHECK-LIST
ANNEXURE-F	TURNOVER OF RITES OFFICES

PART- B

PRICE SCHEDULE



rites limited
(A Government of India Enterprise under Ministry of Railways)
CIN: L74899DL1974GOI007227

FINANCE DEPARTMENT

INVITATION TO BID

Name of Work: Internal Audit of RITES LIMITED
for FY 2021-22 to FY 2023-24

PART - A
(NIT, ITB, SCOPE OF WORK, GCC, SCC & TENDER FORMS AND ANNEXURES)

Tender No.: RITES/FINANCE/INTERNALAUDIT/2021/01

March-2021

rites limited
Corporate office: RITES Bhawan No- 1,
Sector-29, Gurugram-122001
Tel: 91(124) 2818135
Email: kishansingh@rites.com

MITES LIMITED
(A Government of India Enterprise under Ministry of Railways)

SECTION I: NOTICE INVITING E-TENDERS (NIT)

1. Online bids (e-tender) under **Single Stage Two Packet System** are invited from eligible firms of Chartered / Cost Accountants for the work "Internal Audit of various offices of MITES LIMITED for FY 2021-22 to FY 2023-24 as per details given hereunder:-

I	Tender reference No.	:	MITES/FINANCE/INTERNAL AUDIT/2021/01
II	Mode/Type of Tender	:	Open Tender - "Single-Stage-Two-Packet System" under e-Procurement System.
III	Scope of Services	:	As per Section III – Scope of Work
IV	Total Estimated Cost of Services	:	As per Part-B, Price Schedule
V	Period of Assignment	:	FY 2021-22 to FY 2023-24
VI	Period of Bid Validity	:	90 days
VII	Helpline for e-tendering	:	0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in
VIII	Client's address	:	General Manager/F/MITES LIMITED, CORPORATE OFFICE: MITES BHAWAN, NO-1 SECTOR-29 GURUGRAM-122001 Phone No : 0124-2818123
IX	Venue of bid opening	:	MITES LIMITED R-1-04, 1 ST FLOOR Right Wing CORPORATE OFFICE: MITES BHAWAN, NO-1 SECTOR-29 GURUGRAM-122001

The details of works are available in the tender document which can be downloaded from MITES LIMITED website www.rites.com (for reference only) and Central Public Procurement Portal www.etenders.gov.in/eprocure/app. (URL: <https://etenders.gov.in/eprocure/app>.) The bid is to be submitted online only on www.etenders.gov.in/eprocure/app. up to last date & time of submission of tender.

The bids will be submitted online in Single-Stage-Two-Packet System viz. containing technical offer and financial offer. The Tenderer must submit the documents of Technical bid & financial bid online mode through website www.eprocure.gov.in/eprocure/app,

2. The critical dates of tender are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date	31 st March 2021
ii)	Document Download/ Sale Start Date & Time	31 st March 2021 18.00 Hours
iii)	Pre-bid Query Receipt Start Date & Time	31 st March 2021 18.00 Hours
iv)	Pre-bid Query Receipt End Date & Time	15 th April 2021 14.00 Hours
iii)	Bid Submission Start Date & Time	19 th April 2021 14.00 Hours
iv)	Bid Submission Closing Date & Time (Bid due date & time)	26 th APRIL 2021 14.00Hours
v)	Technical Bid Opening Date & Time	27 th APRIL 2021 14.30Hours
vi)	Financial Bid Opening Date & Time	Will be intimated to the technically qualified bidders.

3. Bidders are advised to follow the instructions provided in the Section-II - 'Instructions to the Bidders' for the e-submission of the bids online through [www.etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)(URL: <https://etenders.gov.in/eprocure/app>.)
4. The bidders who wish to submit their bids for the aforesaid work shall have to meet the Eligibility Criteria given as here under:
 - a) The bidder should be a reputed firm of Indian Chartered / Cost Accountants (Partnership\LLP) in practice in India. Copy of certificate of registration issued by the governing body/Institute to be submitted along with the Bid.
 - b) The bidder should have Head Quarter/Branch office in Delhi/NCR for audit of Corporate office complex-1, Gurugram and Corporate office complex-2, Gurugram including Inspection office (IO) Delhi. For project office (PO)/Inspection office not located in NCR, bidder should have Head Quarter/Branch office in the same city where PO/IO is located, as per detail given here under : -

S.No	Place of offices	Firm should have Head quarter/Branch office in
1	Corporate office & IO-Delhi	National Capital Region
2	PO/IO-Mumbai	Mumbai
3	PO/IO-Kolkata	Kolkata
4	PO-Secunderabad	Secunderabad
5	PO-Bengaluru	Bengaluru
6	PO-Lucknow	Lucknow
7	PO-Bhubaneswar	Bhubaneswar
8	PO-Raigarh	Raigarh
9	PO-Nagpur	Nagpur
10	IO-Chennai	Chennai
11	IO-Bhilai	Bhilai
12	PO-Ahmedabad	Ahmedabad

Proof of office address of the firm is to be provided.

- c) Bidder should have experience of carrying Statutory/Internal Audit of Central or State Public Sector Enterprises (CPSE/SPSE) engaged in infra sector i.e Railways, Roads/Highways, Airport, Metro Rail, Sea Port, Telecommunication, Power Projects etc.
For Corporate Offices & IO-Delhi, PO/IO-Mumbai and PO/IO-Kolkata, bidder should have experience of carrying Statutory/Internal Audit of CPSE/State PSU engaged in infrastructure sector i.e Railways, Road/Highways, Airport, Metro Rail, Sea Port, Telecommunication, Power Projects etc, having a minimum Turnover of Rs. 500 crore as per FY 2019-20 and listed on NSE/BSE as on 31.12.2020.
- d) Each bidder must produce:
 - (i) GST No., PAN;
 - (ii) A declaration that the information furnished with the bid documents is correct in all respects; and,
 - (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.
5. The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.
6. In the event of the specified date mentioned at point no-2 above being declared a holiday for client, the critical date will be the next working day at the same time.
7. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on RITES website www.rites.com and central public procurement portal www.eprocure.gov.in/eprocure/app, Therefore, the bidders are advised to visit these sites regularly before deadline for submission of bids.
8. Bids will be opened as per the schedule at the aforesaid venue. In case the office happens to be closed on the date of opening of bid as specified, the same will be opened on the next working day at the same time and venue.

9. The bids, as well as all correspondence and documents relating to the qualification exchanged by the bidders and the Client, shall be in the English language.
10. Client reserves the right to cancel the tendering process at any time before award of Work without assigning any reasons thereof.
11. Online submission of the bid will not be permitted on the portal after expiry of submission time.

General Manager/Finance
RITES LIMITED /HQ
Telephone:0124-2818123

SECTION II:INSTRUCTION TO BIDDERS (ITB)

1.0 GENERAL

- 1.1 RITES LIMITED, a Miniratna (Category-I), schedule 'A' Central Public Sector Enterprise was established in 1974, under the aegis of Ministry of Railways, Government of India. It is a leading multidisciplinary engineering & consultancy organisation, customized, viable, competitive, diversified and comprehensive, concept to commissioning services and integrated solutions in the transport and infrastructure sector in India and abroad.
- 1.2 RITES LIMITED intend to solicit the services of a professional firm who will take up the Internal Audit function in accordance with the Scope of work as detailed out in "Section III – Scope of Work".
- 1.3 Downloading/Issuances of bid documents will not automatically mean that such parties are considered qualified.
- 1.4 The set of bid (tender) documents comprises of following documents and addenda issued:

PART – A

- i) **Section-I** : Notice Inviting Tenders (NIT);
ii) **Section-II** : Instruction to Bidder (ITB);
iii) **Section-III** : Scope of Work
iv) **Section-IV** : General Conditions of the Contract (GCC)
v) **Section-V** : Special Conditions of Contract (SCC)
vi) **Section-VI** : Tender Forms & Annexures

PART – B

PRICE SCHEDULE

2.0 ELIGIBLE BIDDERS

- 2.1 The invitation of bid is opened to all bidders who are eligible as per the qualifying criteria given below.
- 2.2 The bidder shall meet the Qualifying Criteria set forth to be eligible for the bid as here under:
- a) The bidder should be a reputed firm of Indian Chartered / Cost Accountants (Partnership\LLP) in practice in India. **Copy of certificate of registration issued by the governing body/Institute is to be submitted along with the Bid.**
- b) The bidder should have Head quarter/Branch office in Delhi/NCR for audit of Corporate office complex-1, Gurugram and Corporate office complex-2, Gurugram including Inspection office(IO) Delhi. For Project office (PO)/Inspection Office(IO) not located in NCR bidder should have Head quarter/Branch office in the same city where PO/IO is located, as per detail given here under :-

S.No	Place of offices	Firm should have office in
1	Corporate office & IO-Delhi	National Capital Region
2	PO/IO-Mumbai	Mumbai
3	PO/IO-Kolkata	Kolkata
4	PO-Secunderabad	Secunderabad
5	PO-Bengaluru	Bengaluru
6	PO-Lucknow	Lucknow
7	PO-Bhubaneswar	Bhubaneswar
8	PO-Raigarh	Raigarh
9	PO-Nagpur	Nagpur
10	IO-Chennai	Chennai
11	IO-Bhilai	Bhilai
12	PO-Ahmedabad	Ahmedabad

Proof of office address of the firm is to be provided.

- c) Bidder should have experience of carrying Statutory/Internal Audit of Central or State Public Sector Enterprises, engaged in infra sector i.e Railways, Roads/Highways, Airport, Metro Rail, Sea Port, Telecommunication, Power Projects etc.

For Corporate Offices & IO-Delhi, PO/IO-Mumbai and PO/IO-Kolkata, bidder should have experience of carrying Statutory/Internal Audit of CPSE/State PSU engaged in infrastructure sector i.e. Railways, Road/Highways, Airport, Metro Rail, Sea Port, Telecommunication, Power Projects etc, having a minimum Turnover of Rs. 500 crore as per FY 2019-20 and listed on NSE/BSE as on 31.12.2020.

- d) Each bidder must produce:

- (i) GST No., PAN;
- (ii) A declaration that the information furnished with the bid documents is correct in all respects; and,
- (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

- 2.3** The bidder should have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years. Self-declaration in this regard is to be submitted as per format attached as **Form IV** in **Section-VI**.

3.0 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to the Client, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.0 PRICE BASIS, CURRENCIES & LANGUAGE OF BID

The bidder shall quote rates in '**Part-B - Price schedule**', for the entire **Scope of work as detailed out in Clause 1.0 of Section III – Scope of Work**. Bids based on a system of pricing other than that specified shall be rejected. The bid prices shall be in Indian rupees only. Audit fee to be quoted both in figures and words for the FY 2021-22. The audit fee for FY 2022-23 and FY 2023-24 will be based on work awarded for FY 2021-22 with 5% annual increase. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figure. All information in the bid shall be in English. Failure to comply with these requirements will render the bid liable for rejection.

5.0 SIGNATURE OF BIDS & DOCUMENTARY PROOF

The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder should be **furnished in the tender form**.

6.0 CHECK-LIST

The bidders are requested to duly fill in the checklist as per **Annexure-E**. The checklist is only a reminder of certain important items, to facilitate the Bidder. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

7.0 DEVIATIONS

The Bidder must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

8.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

8.1 ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed certifying Agency (CA). Bidders can see the list of licensed CAs from the link <https://www.cca.gov.in>
- (ii) To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/e procure/app>

(iii) REGISTRATION

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online Bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidder are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

(iv) ASSISTANCE TO BIDDERS :

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

8.2 PREPARATION & SUBMISSION OF APPLICATIONS:

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) Bid can be submitted only during validity of registration of bidder with CPPP E -Procurement Portal.
- (v) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (vi) The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Sky Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- (viii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (ix) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- (x) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of "Pre Bid Query Receipt Start Date and Time" till "Pre Bid Query Receipt End Date and Time".
- (xi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (xii) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.
- (xiii) The bid summary has to be printed and kept as an acknowledgement of the Submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

8.3 RECEIPT AND SIGNING OF BIDS:

8.3.1 Online Bid

The tender shall be submitted online under Single Stage Two Packet System duly scanned and digitally signed by the authorized representative of the bidder as follows:

- a) Online **Technical bids** should contain scanned copies of following documents:
 - i) Duly filled and signed Complete Bid document, except **Part B: Price Schedule** along with all amendments/Corrigendums.
 - ii) Scanned copy of all the documents referred to in **Clause no. 4 of Section I: Notice Inviting Tender (NIT) read with Clause 2.2 of Section II: Instruction to bidders (ITB), Clause 5 of NIT read with Clause 2.3 of ITB.**
 - iii) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender. Bidder should ensure that all the documents except **Part B: Price Schedule**, referred to in **Annexure-E i.e Check List** are uploaded online. **Part B: Price Schedule is to be uploaded separately as part of online Price bid.**

NO PRICE RELATED INFORMATION SHOULD BE GIVEN WITH TECHNICAL BID. IF ANY PRICE INFORMATION IS FOUND IN TECHNICAL BID, THE TENDER SHALL BE LIABLE TO BE REJECTED SUMMARILY.

b) Online Price Bid:

- i) The Price Schedule shall be submitted in electronic form in conformity with the tender specification on the portal only by the date & time as specified in NIT. Fees to be quoted should be in Indian Rupee as per Part B - 'Price Schedule' of the Bid Document.
- ii) Submission of the "Price Schedule" by any other means shall not be accepted by the Client in any circumstances.

8.3.2 LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:

- i) Tender Form in original (duly signed & stamped)
- ii) Details of Bidder in Form II (duly signed & stamped) including supporting documents.
- iii) Form of Declaration in Form III(duly signed & stamped)
- iv) Declaration of Ineligibility in Form IV(duly signed & stamped)
- v) ECS - Form V(duly signed & stamped)

- vi) Firm certificate of registration issued by the Governing Body / Institute and copy of partnership deed.
- vii) Proof of address of the firm.
- viii) Other certificates.
- ix) Copy of Registration Certificate of GST and PAN
- x) Complete scanned bid document duly signed by bidder

8.3.3 SUBMISSION OF HARD COPIES/SUPPORTING DOCUMENTS:

Since it is a e-tender, no hard copy of bid or any documents shall be accepted.

However, list of Documents as specified in Clause 8.3.2 above and price bid to be submitted physically by Lowest (L1) Bidder within a week of the opening of Financial Bid.

8.4. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (V) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

9.0 OPENING OF TECHNICAL BIDS

- i) Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <https://etenders.gov.in/eprocure/app> CPP portal.
- ii) Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also, the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. At the time of technical bid opening, each bidder will be able to view on-line through CPPP, the technical bids of the bidders who have participated in the tender and whose bids have been opened.
- iii) RITES LIMITED shall first open the Technical bid on due date of opening. The Financial bid shall remain securely stored and will only be opened of those tenderers who are technically qualified. The Financial bid opening date will be conveyed later to technically qualified bidders at a later date through website www.eprocure.gov.in/eprocure/app.
- iv) During bid evaluation, the Client may, at its discretion, ask any Bidder for a clarification of its bid which shall be submitted within a stated reasonable period of time. The request for clarification and response shall be in writing.
- v) If a bidder does not provide clarifications of the information requested by the date and time set in the Client's request for clarification, its bid may be rejected.
- vi) It will be the bidder's responsibility to check the status of their Bid on-line regular after the opening of bid till award of work.
- vii) It may be noted that mere opening of a bid does not mean that the bid has to be considered by RITES as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non-responsive.

9.1 OPENING OF FINANCIAL BIDS

- i) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.

- ii) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- iii) The fee quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

10.0 BID VALIDITY

The bid shall remain valid for a period of 90 Days from the date of opening. RITES LIMITED will make its best effort to complete the award process within the proposal's validity period. However, should the need arise, the RITES LIMITED may request, in writing, all bidders who submitted bid prior to the submission deadline to extend the bid's validity.

11.0 ALTERNATIVE PROPOSALS BY BIDDERS

Bidders shall submit offers that comply with the requirements of the bidding documents, including the '**Part B – Price Schedule**'. Alternative proposals will be rejected as non-responsive.

12.0 CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES

It is expected from the Bidders that they will observe the highest standard of ethics during the bidding and the period of the contracts.

13.0 METHOD OF SELECTION: Combined Quality cum Cost Based Selection (CQCCBS)

In the case of CQCCBS, selection is based on the combined score obtained by a bidder in technical bid as well as financial bid. The combine score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions as given in **ANNEXURE D**. The bidder achieving the highest combined score will be recommended for award of work.

14.0 TECHNICAL\SELECTION CRITERIA (POINT ALLOCATION) FOR BIDDERS:

The technical evaluation committee of client shall evaluate the proposal of the bidder on the basis of the experience, number of staff employed and qualifications of the staff employed, applying the selection criteria, sub-criteria, and point system as specified in **ANNEXURE C**. Each responsive Proposal will be given a technical score. The details for the technical/ selection criteria are to be submitted in the **FORM II DETAILS OF THE BIDDER along with documentary evidence**.

A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score of **70**.

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SECTION III: SCOPE OF WORK

1.0 SCOPE OF WORK - INTERNAL AUDIT

- a) Internal Auditor should examine the books, records and transactions of the period prescribed for Audit. However, where the circumstances warrant checking beyond the suggested period, the Auditor should extend his checking to that period under intimation to Corporate Office.
- b) Internal Audit should cover the manner of maintenance of books, their adequacy; suggest need of introducing maintenance of other registers/books to safeguard against frauds, misappropriations.
- c) Internal Audit should study the system prevalent in the Company and suggest ways and means for bringing further improvement in the system. Firm should also report unauthorized variation from the prescribed procedure.
- d) Internal Auditor shall perform all functions as suggested by Standards issued by the Institute of Chartered Accountants of India and currently in force.
- e) The Internal Auditor will ensure that the information obtained in respect of the operation of the Unit is maintained in strict confidence and secrecy. A Certificate towards maintaining confidentiality is to be provided by the Internal Auditor, to whom appointment letter has been issued, at the time of acceptance of Audit assignment.
- f) Internal Auditor shall conduct the Audit assignment as per the area and extent of coverage as specified in **ANNEXURE A**.
- g) Internal Auditor shall issue internal audit report and statutory compliance certificate as specified in **ANNEXURE B**.

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS

- 1.1 The Contract means the documents forming the tender and the formal agreement executed between the competent authority on behalf of the RITES and Firm/Consultant, together with the documents referred to therein including these conditions and instructions issued from time to time by RITES and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
A Performa of the agreement to be executed between RITES LIMITED and the Firm/Consultant is given in **FORM VI in Section VI**.
- 1.2 "Contract Price" is a Lump Sum amount as stated in Letter of Award.
- 1.3 "Client" shall mean the RITES LIMITED.
- 1.4 "Firm/Consultant" shall mean the bidder whose bid will be accepted by RITES LIMITED and shall include such successful bidder's legal representatives, successors and permitted assignees, from time to time for the purpose of the contract.
- 1.5 "Letter of Award (LOA)" shall mean the official notice issued by the RITES LIMITED notifying the Firm/Consultant that his proposal has been accepted.
- 1.6 "NCR Area" means Gurugram, Delhi, Noida, Greater Noida, Ghaziabad and Faridabad.
- 1.7 "Officer in Charge" shall mean RITES LIMITED officer dealing with the Performance and Operation of Contract. GM/Fin. shall be the "Officer-in-Charge" in the instant case.

2.0 FIRM/CONSULTANT'S AGENTS/EMPLOYEES

- 2.1 No other person except Firm's/Consultant's authorized representative shall be allowed into RITES LIMITED premises and they shall not do any private work other than their normal duties.
- 2.2 Firm/Consultant shall be directly responsible for any/all disputes arising between him and his personnel and keep RITES LIMITED indemnified against all losses, damages and claims thereof.
- 2.3 The personnel engaged by the Firm/Consultant shall be on the duty of the Firm/Consultant and under no circumstances shall be deemed to be on the duty of RITES LIMITED. RITES LIMITED shall have no relationship of Master and Servant or principal and agent or nexus of any kind whatsoever with such staff deployed by the Firm/Consultant. Such staff shall not be entitled to claim any right, privilege or benefit from RITES LIMITED and in the event of any such claim, the Firm/Consultant undertakes to indemnify RITES LIMITED for any loss or damage, financial or otherwise.
- 2.4 The personnel engaged by the Firm/Consultant shall be subject to security check by RITES LIMITED security staff while entering/leaving the premises. Such personnel shall have to abide by the instructions of the security staff and other officers of RITES LIMITED authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

3.0 AWARD OF CONTRACT

- 3.1 RITES LIMITED will intimate the award of Work in writing to the successful bidder by issuing Letter of acceptance/award accepting the proposal of the bidder. The contract will be awarded to the eligible and responsive bidder achieving the highest combined technical and financial score in conformity with the requirements of these documents and RITES LIMITED shall be the sole judge in this regard.
- 3.2 RITES LIMITED reserves the right of rejecting/accepting either the whole or any part of the proposal. The Firm/Consultant shall be fully responsible and shall be bound to perform the job allocated to the Firm/Consultant at quoted fees and terms and conditions that have been accepted by Firm/Consultant.
- 3.3 RITES LIMITED reserves the right to assess bidder's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

4.0 EFFECT AND JURISDICTION OF CONTRACT

- 4.1 The contract shall be considered as having come into force from the date of issue of Letter of Acceptance/Award by RITES LIMITED.
- 4.2 The laws applicable to this contract shall be the laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising out of and under this contract.

5.0 DURATION OF CONTRACT

- 5.1 The duration of the contract for work to be undertaken by the Firm will be for three financial years w.e.f. 2021-2022 to 2023-2024 however satisfactory performance certificate from concerned finance officer is required at the end of each financial year.

6.0 TERMINATION OF CONTRACT

- 6.1 If at any time the Firm/Consultant makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge. RITES LIMITED may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to RITES LIMITED by written notice, terminate the contract as a whole or a part of the Contract.
- 6.2 Where the Firm / Consultant breaches this Agreement, RITES LIMITED may terminate this Contract by not less than thirty (30) days written notice of termination to the Firm / Consultants.
- 6.3 Further, the Audit Firm will be debarred from getting, in future assignments in RITES LIMITED in the following cases:
 - a) If the Firm obtains the appointment on the basis of false information/false statement at the time of submission of application/documents.
 - b) The Audit Firm is found to have sub-contracted the work.
 - c) If the Firm does not take up audit in terms of the appointment letter.
 - d) If the Firm does not submit the Audit Report and statutory compliance certificate, complete in all respect, in terms of the appointment.

7.0 OBLIGATIONS OF THE FIRM / CONSULTANT

- 7.1 The Firm / Consultants shall perform the Services set out in the scope of work in accordance with the timetable set out in Special Conditions of Contract (SCC).
- 7.2 The Firm / Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm / Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 7.3 The Firm / Consultants and his Personnel shall not disclose, either during the term or within two (2) years after the expiration of this Contract, any proprietary or confidential information relating to business or operations of RITES Limited without the prior written consent.

8.0 OBLIGATIONS OF THE CLIENT

The Client shall provide necessary space and information required to fulfill the Firm / Consultant's obligation under the scope of work.

9.0 PAYMENT TO THE FIRM / CONSULTANT

The Firm / Consultant's total remuneration shall not exceed the Contract Price and the payment will be released in accordance with the **Clause 2.0-Payment terms & conditions of Section V-Special conditions of Contract (SCC)** and there shall be no other payment. Firm/Consultant shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. RITES LIMITED shall have no liability, whatsoever, in this regard.

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SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 PERIOD & FREQUENCY OF AUDIT

The appointment of the Audit Firm will be for three financial years w.e.f. 2021-22 to 2023-24 however satisfactory performance certificate from concerned finance officer is required at the end of each financial year.

Internal audit at corporate office and other project offices shall be conducted in two phases, Phase –I covering April to Sept, Phase II covering October to March. The commencement of Phase – I audit will be on/around 15th September, Phase – II will be on/around 15th March and the reports for Phase –I, II, are to be submitted by 10th of the month following the month of start of the Audit.

Internal audit for the inspection offices will be conducted in single phase (April to March) and commencement of audit will be on/around 15th March and the reports are to be submitted by 10th April.

LIST of RITES OFFICES:

- 1. Corporate Office Complex-1, Plot no-1, Sector-29, Gurugram.**
- 2. Corporate Office Complex-2, Plot no-144, Sector-44, Gurugram.**
- 3. Project Offices (PO):**
 - i. Nagpur
 - ii. Mumbai
 - iii. Secunderbad
 - iv. Bengaluru
 - v. Kolkata
 - vi. Raigarh
 - vii. Bhubaneswar
 - viii. Ahmedabad
 - ix. Lucknow
- 4. Inspection offices (IO):**
 - i. Delhi
 - ii. Mumbai
 - iii. Chennai
 - iv. Bhilai
 - v. Kolkata

Brief description of Works and operating turnover of last three financial years of various offices of RITES mentioned in **Annexure F**.

- 1.1 Planning:** The Internal Auditor should develop and document a plan for each Internal Audit engagement to help him, conduct the engagement in an efficient and timely manner and as per the pronouncement of the Institute of Chartered Accountants of India.

The firm shall provide the audit schedule well in advance (at least one week before start of audit) for proper arrangements for audit.

1.2 Audit Team

Auditors should deploy a suitable team for undertaking the audit, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein, ensuring that the size of the audit team is commensurate with the size of the auditee unit and the volume of work involved.

The Internal Audit department at Corporate Office and Head of Finance of the Unit will coordinate with the Audit Team for smooth functioning of the audit.

1.3 Audit Report

The auditor should give report for each Phase as per the reporting requirements specified in **ANNEXURE – B**

2.0 PAYMENT TERMS& CONDITIONS

- 2.1** Payment schedule for the Annual Internal Audit fee quoted by the bidder shall be as under:

- 2.1.1** For Project offices and Corporate office complex 1.

Description	% of Fee Payable
Completion of Internal Audit of Phase I and on submission of internal audit report along with management reply and statutory compliance certificate.	50% of Annual Audit fee
Completion of Internal Audit of Phase II and on submission of internal audit report along with management reply and statutory compliance certificate.	Balance 50% of Annual Audit fee.

2.1.2 For Inspection offices other than Inspection office-Delhi.

Description	% of Fee Payable
Completion of Internal Audit and on submission of internal audit report along with management reply and statutory compliance certificate.	100% of Annual Audit fee

2.1.3 For Corporate office complex 2 including Inspection office-Delhi

Description	% of Fee Payable
Completion of Internal Audit of Phase I and on submission of internal audit report along with management reply and statutory compliance certificate.	40% of Annual Audit fee
Completion of Internal Audit of Phase II and on submission of internal audit report along with management reply and statutory compliance certificate.	Balance 60% of Annual Audit fee.

No Travelling allowance and dearness allowance will be allowed for carrying out the internal audit.

- 2.2 The Firm/Consultant shall submit GST compliant Invoice, in duplicate, to the finance in-charge of concerned office. Efforts shall be made for payment to be released to the Firm/Consultant through ECS/NEFT/RTGS within 30 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the Firm/Consultant. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

The Firm/Consultant shall give consent in a mandate form for receipt of payment through ECS/NEFT/RTGS. The Firm/Consultant shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type (Saving/ Current), Bank A/c No. and IFSC code no. of the bank in **Form V in SECTION VI**, a cancelled cheque of the said bank.

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SECTION VI: FORMS AND ANNEXURES

FORM I TENDER FORM

To
General Manager/Finance
rites limited
rites bhawan, NO-1, SECTOR-29,
GURUGRAM-122001

Sub. : Proposal for the work “Internal Audit of RITES LIMITED for FY 2021-22 to FY 2023-24”.

Dear Sir,

1. I / We, hereinafter called “The Bidder”, have read and examined the following tender documents relating to the work “Internal Audit of RITES LIMITED for FY 2021-22 to 2023-24”.

PART – A

- i) **Section-I:** Notice Inviting Tenders (NIT);
- ii) **Section-II:** Instruction to Bidder (ITB);
- iii) **Section-III:** Scope of Work
- iv) **Section-IV:** General Conditions of the Contract (GCC)
- v) **Section-V:** Special Conditions of Contract (SCC)
- vi) **Section-VI:** Tender forms & Annexure

PART – B PRICE SCHEDULE

2. I / We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects and at the fees contained in “**PART B – Price Schedule**” and within the period(s) of completion as given in SCC and subject to such terms and conditions as stipulated in the contract.
3. I/We agree to keep this tender open for acceptance for a period of 90 days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our bid.
4. Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above-mentioned tender documents.
5. I/We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.
6. Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. I/We understand that RITES LIMITED is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete the whole/ or part portions of the work as awarded to us within the time stated herein.
7. The particular of our Organization & other relevant details as per the requirement of bid documents are enclosed.

(Signature of person duly authorized to sign the Tender on behalf of the Bidder along with seal of bidder)

Name_____

Signature_____ Designation_____

Date_____ Name of firm_____

FORM II
DETAILS OF THE BIDDER

1. Name of the Firm:
2. Registration No. of the Firm:
3. Date of Registration of the Firm:
4. Details of Head Office & Branch Office(s):

Registered Office:

Address	Date of Establishment	Contact No(s)/Fax	E- mail

Head office:

Address	Date of Establishment	Contact No(s)/Fax	E- mail

Branch Office :

Address	Date of Establishment	Contact No(s)/Fax	E- mail

5. Details of Partners in the Firm / Limited Liability Partnership:

SI No.	Name of the Partner	Membership No.	Membership Status ACA/ACMA/ FCA/ FCMA/CISA/ DISA	Date of joining the firm as Partner
1.				
2.				
3.				

6. Details of Qualified Assistants:

SI. No.	Name of the Assistant	Membership No.	Whether ACA/ACMA/FCA/ FCMA/CISA/DISA
1.			
2.			
3.			

7. Details of IFRS / IND AS Qualified Member:

SI. No.	Name of the Member	Membership No.	ACA/ACMA/FCA/ FCMA with IFRS/IND AS certification/ diploma or similar qualification
1.			

2.			
3.			

8. Details of Semi-Qualified Assistants:-

Sl. No.	Name of the Assistant	Whether Cost/ Chartered Intermediate
1.		
2.		
3.		

9. Details of Experience in meeting criteria mentioned in clause 7 of Annexure- C:

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Audit-Whether Statutory or Internal Audit.
1.			
2.			
3.			

10. Details of Experience in other assignments clause 8 of Annexure-C:

Sl. No.	Name of the Company/Unit	Year of Audit	Type of Audit-Whether Statutory or Internal Audit.
1.			
2.			
3.			

11. Income Tax PAN. of the Firm:

12. GST No. :

Note: Supporting documents for the above information are required to be submitted along with Bid.

Signature of Partner with
Name & Seal of the Audit Firm.

FORM III
FORM OF DECLARATION

M/s. -----(Name of the Firm) having its Registered office at ---
----- (hereinafter referred to as 'the Bidder') having carefully
studied all the Bid documents relating to the "----- (name of the
Work)" and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder undertakes to abide by all labour welfare legislations.
7. The Bidder confirm that the provisions of Micro, Small & Medium Enterprise asper MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the period of the contract shall be informed to the Client.
8. The statement submitted by the Bidder is true and correct.

Signature of Partner with
Name & Seal of the Audit Firm.

FORM IV

**DECLARATION OF INELIGIBILITY
(By the Bidder)**

I/ We, M/s (Name of Firm) hereby certify that I/we have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.

Signature of Partner with
Name & Seal of the Audit Firm.

FORM V

ECS –FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)

(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM)

1. BIDDER'S NAME : _____
Address : _____

Phone/Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT OF BIDDER:

A. **BANK NAME** : _____

B. **BRANCH NAME** : _____
Address : _____

Telephone No. : _____

C. **IFSC code of the Bank**
(For payments through RTGS): _____

D. **ACCOUNT TYPE**
(S.B. Account/Current Account or
Cash Credit with Code 10/11/13) : _____

E. **ACCOUNT NUMBER**
(As appearing on the Cheque Book) : _____

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Client responsible.

Date:
(.....)
Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)
Date:
(.....)
Signature of the Authorized
Official from the Bank

FORM VI

CONTRACT AGREEMENT

Name of the Work: Internal Audit of RITES LIMITED for FY 2021-22 to FY 2023-24.

This contract agreement is made on the _____ Day of _____ 2021, between, on the one hand, RITES LIMITED (a Government of India Enterprise)(hereinafter called the "Client") through its authorized signatory, _____, which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART and, on the other hand, M/S _____ **(Name)** (hereinafter called the "Firm\Consultant") which expression shall unless excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS

- (a) the Client has requested the Firm/Consultant to provide audit services as defined in this Contract (hereinafter called the "Services");
- (b) the Firm/Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, 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:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Award.
 - (b) Bid Document (Tender Document) as referred to in clause 1.4 of Section II – Instruction to Bidders (ITB) and any amendment / corrigendum issued in relation thereto.In the event of any inconsistency Special Conditions of Contract (SCC) shall prevail over the General Terms & Conditions of Contract (GCC).
- 2. The final contract price for the assignment shall be Rs. _____ (Rupees. _____). However, GST on fees as applicable shall be paid extra.
- 3. The mutual rights and obligations of the Client and the Firm/Consultant shall be as set forth in the Contract, in particular:
 - (a) the Firm\Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Firm / Consultant in accordance with the provisions of the Contract.

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

For and on behalf of
RITES LIMITED
(A Government of India Enterprise)

[Authorized Representative of the RITES LIMITED – name, title and signature]

For and on behalf of "Firm/Consultant"

Partner

[Authorized Representative of the Firm/Consultant – name and signature]

ANNEXURE-A

AREA & EXTENT OF COVERAGE OF RITES LIMITED RECORDS BY INTERNAL AUDITOR

Sl.No.	Area of Audit	Extent of Checking
I	<u>A. TENDERING PROCESS</u>	
	All Contracts awarded above 1 crore	100%
	<u>B.ACCOUNTING</u>	
	i) Post check of Contractor's Bill.	100%
	ii) Proper accounting and recovery of advances and retention money.	100%
	iii) Calculation, accounting and recovery of Interest on Interest bearing advances.	100%
	iv) Checking of deduction and payment of taxes under GST, Income Tax, Labour welfare cess etc.	100%
	v) To check in detail certain selected final bills for project management contract works passed during the quarter.	50%
II	<u>ACCOUNTS & Taxation</u>	
	i) Bank Payment Documents, all expenses incurred by the Company as per RITES guidelines and SOP. (Propriety aspects)	
	On or above 1 crore	100%
	Less than 1 crore	50%
	ii) Documents for all the receipts of the company e. g. consultancy fee, export sales, interest on deposits, other misc. receipts, (Receipt Vouchers)	100%
	iii) Documents for Adjustments (Journal Vouchers)	100%
	iv) Verification of availability of supporting documents with vouchers including approval by appropriate authority.	100%
	v) Review & scrutiny of general ledger and sub ledgers pertaining to vendors, suppliers & contractors.	100%
	vi) Vouching & Inter unit reconciliation	100%
	vii) Fee outstanding/retention money due/outstanding for over 2years be reported with reasons and comment on their realizability and advice further course of action to management.	100%
	viii) Checking of TDS return, GST return, 26AS and client fund reconciliation.	100%
	ix) Compliances of INDAS, Guidance note and other amendments/Instructions issued on time to time by ICAI and other statutory bodies.	100%
III	<u>SALARY & ESTABLISHMENT – ACCOUNTS</u>	
	i) Post Checking of monthly Pay bill (for 1 month in each Quarter)	100%
	ii) Checking of Off-Cycle payments w.r.t rules and proprietary aspects (i.e. House building advances, advances, staff lease, GSLI gratuity, Local conveyance, TA, Leave encashment, medical reimbursement, LTC, telephone and mobile reimbursements, laptop reimbursements etc.)	50%

	iii) Deduction of PF and other statutory dues and payment of contributions.	Sample Checking
	iv) Deduction of Tax at source and the deposit of the same with Government.	Sample Checking
	v) Review of employee Ledgers, Test check of final settlement, cases of employees settled during the quarter.	Sample Checking
IV	<u>RECORDING OF INCOME</u>	
	i) Income from operating activities.	100%
	ii) Accounting and calculation of interest from Bank FDs and mutual funds.	100%
	iii) Misc. Other Income/ Receipts including applicable taxes and duties thereon.	100%
V	<u>FIXED ASSET ACCOUNTING</u>	
	i) Accounting for Purchases and addition during the year	100%
	ii) Correctness of entry in Fixed Asset Register.	100%
	iii) Verification of Calculation of Depreciation.	100%
VI	<u>TREASURY AND FUND MANAGEMENT</u>	
	i) Physical verification of cash in hands, cheque in hand and bank guarantees.	100%
	ii) Physical verification of FDR's., mutual funds, bonds etc and calculation of interest accrued thereon and their safe custody.	100%
	iii) Checking of Bank Reconciliation Statements (BRS)	100%
	iv) Verification of valuation of foreign currency transactions and accounting treatment thereof.	100%
	v) Verification of FD's, BG's, PBG's, interest accrued thereon and their safe custody.	100%
VII	Compliance of all statutory laws.	100%

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ANNEXURE B

REPORTING REQUIREMENTS:

- 1. Internal Audit Reports should be divided into three separate parts, namely:**

PART- I IMPORTANT OBSERVATIONS:

This part should contain major observations on all such irregularities or occurrences which auditors want to bring to the notice of management, along-with their financial implications, if any. This part should also bring out deviations (non - compliances) by units\corporate office from (with) policies, systems and procedures prescribed by RITES LIMITED. The observations should be arranged in self-contained paras, preferably with suitable titles.

PART – II OTHER OBSERVATIONS :

This part shall comprise auditor's observations along-with their financial implications, if any, as per areas specified in their scope of work other than already mentioned in PART-1.

PART – III COMPLIANCE REPORT:

In every audit, auditor is supposed to see the action taken on the observations rose during earlier audits and is required to verify the action taken or compliance of assurance given. This part would include the audit observations on which no action has been taken or compliance is pending.

- 2. Statutory compliance certificate:**

It should cover compliance of all payments of statutory dues and their returns.

Note:-

The Report should be first discussed by partner of the Firm/ in charge of the Audit with division In-charge (SBU head) along-with division finance officer of Project/Inspection office, so that the minor discrepancies are rectified in their presence locally. The report should be prepared after duly considering the additional information that may be provided / obtained at such discussions along with the management reply and same shall be submitted to finance in charge of the concerned unit.

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ANNEXURE-C

TECHNICAL SELECTION CRITERIA:

SL. NO.	PARTICULARS	POINTS TO BE ALLOCATED	MAXIMUM POINTS
1.0	Year of Establishment of the Audit Firm/Limited Liability Partnership Firm*	1 (one) per year in existence (fraction of the year to be ignored)	17 (Seventeen)
2.0	No. of Partners in the Firm/Limited Liability Partnership Firm who are with the Firm for a minimum period of one year as on last date of bid submission.	a. 2 (two) for each Partner who is ACA/ACMA b. 3(three) for each Partner who is FCA/FCMA	24(Twenty Four)
3.0	Number of ACA/ACMA/FCA/FCMA (who may be a Partner) with CISA / DISA	2(two)per ACA/ACMA/FCA/FCMA	04(Four)
4.0	Number of ACA/ACMA/FCA/FCMA (who may be a Partner) with IFRS / IND-AS certification/ diploma or similar qualification)	1(one)per ACA/ACMA/FCA/FCMA	02(Two)
5.0	No. of Qualified Assistants (Chartered/Cost Accountants) employed with the Firm	2 (two) per Qualified Assistant	14 (Fourteen)
6.0	No. of Semi-qualified Assistants (CA /Cost Intermediates, M. Com.) employed with the Firm	1 (one) per Semi-qualified assistant	10 (Ten)
7.0	Experience of carrying statutory/ internal audit of any Central Public Sector Enterprises (CPSE)/State PSU engaged in infrastructure sector i.e Railways, Roads/ Highways, Airport Metro Rail, Sea Port, Telecommunication, Power Projects etc, having a minimum turnover of Rs. 500 crore as per FY 2019-20 and listed on NSE/BSE as on 31.12.2020.	3 (three) per year of Audit (fraction of the year to be ignored)	15 (Fifteen)
8.0	Experience of the Firm as Statutory/Internal Auditors in companies owned /Controlled by Central/State Government	2 (two) per year of Audit (fraction of the year to be ignored)	14 (Fourteen)
	Total points		100 (Hundred)

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ANNEXURE-D
COMBINED QUALITY AND COST EVALUATION

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100.

The formula for calculating the **financial scores (Sf)** of all other Proposals is determined as follows:

$$Sf = 100 \times Fm / F,$$

Where,

“Sf” is the financial score of the proposal under consideration.

“Fm” is the quoted price of the lowest evaluated Financial Proposal; and

“F” the quoted price of the proposal under consideration.

The **technical score (St)** for each responsive proposal will be as calculated by evaluation committee as per selection criteria (point allocation) as given in ANNEXURE C

The **weightage** given to the Technical (T) and Financial (P) Proposals are:

T = 70 % and

P = 30 %

Proposals will be ranked according to their **total (combined technical and financial) scores (S)** using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal) as following:

$$S = St \times T\% + Sf \times P\%.$$

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ANNEXURE-E CHECKLIST

Bidders Name:

SN	Items Description	Reference	Enclosed
1.	Tender Form in original (duly signed & stamped)	Form I of Section VI	YES/NO
2.	Details of Bidder in Form II(duly signed & stamped) including supporting documents.	Clause 14 of ITB & Form-II of Section VI	YES/NO
3.	Form of Declaration(duly signed & stamped)	Form III of Section VI	YES/NO
4.	Declaration of Ineligibility in Form IV(duly signed & stamped)	Clause 5 of NIT and clause 2.3 of ITB	YES/NO
5.	ECS - Form V(duly signed & stamped)	Clause 2.2 of Section V: SCC	YES/NO
6.	Firm certificate of registration issued by the Governing Body / Institute and copy of partnership deed.	Clause 4 (a) of NIT and Clause 2.2 (a) of ITB	YES/NO
7.	Proof of address of the firm.	Clause 4 (b) of NIT and Clause 2.2 (b) of ITB	YES/NO
8.	Other certificates.	Clause 4 (d)(iii) of NIT and Clause 2.2 (d)(iii) of ITB	YES/NO
9.	Copy of Registration Certificate of GST and PAN	Clause no 4(d)(i) of NIT and Clause 2.2 (d)(i) & 8.3.2(ix) of ITB	YES/NO
10.	Price Schedule	Part B read with clause 4.1 of ITB	YES/NO
11.	Complete scanned bid document duly signed by bidder	-	YES/NO

(In case answer to any of the above is in 'NO', the bid shall be liable to be rejected)

Note: -The Bid documents should be serially numbered and properly indexed

ANNEXURE-F
TURNOVER OF RITES OFFICES

(Rs. in Crore)

Brief description of Works and operating Turnover of last three financial years of various offices of RITES:

Name	TURNOVER 2019-20	TURNOVER 2018-19	TURNOVER 2017-18	Brief Description of Works
Corporate office Complex-1, RITES BHAWAN	1435.10 (Including export sales)	1101.19 (Including export sales)	781.89 Including export sales)	Export sales, consultancy, leasing and Turnkey construction projects
Corporate office Complex- 2, Gurugram (Including Inspection office Delhi)	199.93	215.09	197.23	Consultancy and Turnkey projects. Inspection of Railway, State Govt, PSU and Private party's work
PO AHMEDABAD	172.79	75.48	9.98	Project Management Consultancy and Turnkey construction projects
*PO SECUNDERBAD (including PO Bengaluru)	137.22	151.48	101.16	Turnkey projects & consultancy
IO MUMBAI	87.33	82.45	50.78	Inspection of Railway, State Govt, PSU and Private parties.
PO KOLKATA	81.30	68.14	65.63	Project Management Consultancy
IO BHILAI	67.69	37.57	34.02	Inspection of Railway, State Govt, PSU and Private parties work
IO KOLKATA	54.57	57.09	45.71	Inspection of Railway, State Govt, PSU and Private parties work
IO CHENNAI	53.64	53.23	37.82	Inspection of Railway, State Govt, PSU and Private party's work
PO LUCKNOW	28.56	24.73	25.69	Project Management Consultancy
PO RAIGARH	27.17	28.59	25.01	Project Management Consultancy

PO BHUBANESWAR	24.24	23.71	21.31	Consultancy and Turnkey construction projects
PO MUMBAI	19.08	17.10	16.33	Project Management Consultancy
PO NAGPUR	11.89	32.99	26.61	Consultancy and Turnkey construction projects

*W.e.f. 01.04.2020 Project office Bengaluru has been separated from Project Office Secunderbad. The Turnover for the period 1st April 2020 to 31st December 2020 of Project office Secunderbad and Project office Bangalore is Rs.72.11 Crore and Rs.13.15Crore respectively.



rites limited
(A Government of India Enterprise under Ministry of Railways)
CIN: L74899DL1974GOI007227

FINANCE DEPARTMENT

INVITATION TO BID

Name of Work: Internal Audit of RITES LIMITED
For FY 2021-22 to FY 2023-24

PART - B (PRICE SCHEDULE)

March-2021

Tender No.:RITES/FINANCE/INTERNALAUDIT/2021/01

rites limited
Corporate office: RITES Bhawan No- 1,
Sector-29, Gurugram-122001
Tel: 91(124) 2818135
Email:kishansingh@rites.com

PART B**PRICE BID**

The bidder is required to quote LUMPSUM PRICE for Professional Charges\Audit Fee for the FY-2021-22 for the entire scope of Work as per clause 1.0 of Section III: Scope of Work as under:

S. No	Particulars	Estimated Amount	Amount in figures for the FY-2021-22 (Rs.)	Amount in words for the FY-2021-22(Rs.)
1	Corporate office complex-1 RITES BHAWAN, NO.1,SECTOR-29, GURUGRAM- 122001	275000		
2	Corporate Office Complex-2 including Inspection office Delhi COC-2 :RITES LIMITED, PLOT NO-144,SECTOR- 44,NEAR PUNJAB & SIND BANK,GURUGRAM- 122003,HARYANA I/O DELHI:SCOPE MINAR ,12 TH FLOOR, NORTH TOWER,CORE-II,LAXMI NAGAR,DELHI-110092	210000		
3	IO MUMBAI 2 ND FLOOR, NEW ANNEXE BUILDING CHURCHGATE STATION MUMBAI-400020, MAHARASTRA	120000		
4	IO CHENNAI CTS BUILDING,2 ND FLOOR,BSNL COMPLEX,NO.16,GREAMS ROAD, TAMILNADU CHENNAI-600006,	85000		
5	IO BHILAI 50,EXPANSON BUILDING,BHILAI STEEL PLANT AREA, BHILAI-490001, CHATTISGARH	80000		
6	PO NAGPUR 1,RITES BHAWAN,KADBI CHOWK, NAGPUR-440004	80000		
7	PO MUMBAI RITES LIMITED, VAT- 741/742,4 TH FLOOR, TOWER NO-7,SECTOR NO.30A,INTERNATIONAL INFOTECH PARK,VASHI RAILWAY STATION COMPLEX,VASHI, NAVI MUMBAI-400703	70000		

8	PO SECUNDERBAD FLAT NO-209,SWAPNALOK COMPLEX, 2 ND FLOOR, S D ROAD, SECUNDERBAD-500003	60000		
9	PO BANGALORE 5 TH FLOOR, INDUSTRY HOUSE,45,FAIR FIELD LAYOUT,RACE COURSE ROAD,BENGALURU-560001	60000		
10	PO KOLKATA METRO RLY.SERVICE BUILDING(2 ND FLOOR)56, C R AVENUE, KOLKATA-700012	55000		
11	IO KOLKATA CENTRAL METRO STATION BUILDING,56 CR AVENUE,3 RD FLOOR, KOLKATA-700012, WEST BENGAL	55000		
12	PO RAIGARH 40/424,RAJAT SHREE HOUSE,1 ST FLOOR,NEAR SBI KOTA ROAD,RAIGARH, CHATTISGARH-496001	50000		
13	PO BHUBANESWAR 11 TH FLOOR,UNIT 1122- 1132,BLOCK- A & B,DLF,CYBER CITY,PATIA, BHUBANESWAR-751024	45000		
14	PO AHMEDABAD RITES LIMITED,3-A,3 RD FLOOR,4D SQUARE MALL, OPPO.VISHWAKARMA ENGINEERING COLLEGE,MOTERA, AHMEDABAD-382424	30000		
15	PO LUCKNOW 13KM. STONE, NATIONAL HIGHWAY-24,LUCKNOW- SITAPUR ROAD, (NEAR ANIL DHARAMKANTA) LUCKNOW-227208	25000		

Goods and ServiceTax (GST) on fees as applicable shall be paid extra.

Note:

Audit fee to be quoted both in figures and words for the FY 2021-22. The audit fee for FY 2022-23 and FY 2023-24 will be based on work awarded for FY 2021-22 with 5% annual increase