

RAJSTHAN STATE ROAD TRANSPORT CORPORATION, JAIPUR
No:-F10(2)/Misc./124/2022-23/ 4876

Date: 30.11.22

INVITATION FOR EMPANELMENT

RSRTC On Line Bid (Proposals) are invited from CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants for empanelment to conduct Internal audit work of Head Office and 56 Depot Offices Situated in Rajasthan, Delhi and Ahmadabad on a fixed remuneration as mentioned in Annexure-G including GST,TA-DA Conveyance etc. Empanelment will be for Three years.

The Detailed information of the bid is available at RSRTC website www.transport.rajasthan.gov.in/rsrtc, www.sppp.rajasthan.gov.in and also on <http://eproc.rajasthan.gov.in>

The last date for submitting the E-Bids is 19-12-22 till 4.00 PM and the date of opening of E-Bid is 20-12-22 at 11.00 A.M

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Financial Advisor

Details of this bid notification and eligibility criteria are given as below :

| S.No. | Event's Name | Date & Time | | | | | | | | |
|--|---------------------------|---|-------------------------|---------------------------|---------------------------------------|---------|--|---------|--|--|
| 1 | Issue of NIB | 30-11-2022 | | | | | | | | |
| 2 | Eligibility of Firms | CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants | | | | | | | | |
| 3 | Basic Remuneration | <table border="1"><thead><tr><th>Description of the work</th><th>Amount (Rs.)Including GST</th></tr></thead><tbody><tr><td>Internal Audit for One financial year</td><td>35000/-</td></tr><tr><td>Internal Audit For additional financial year</td><td>20000/-</td></tr><tr><td></td><td></td></tr></tbody></table> | Description of the work | Amount (Rs.)Including GST | Internal Audit for One financial year | 35000/- | Internal Audit For additional financial year | 20000/- | | |
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| Internal Audit For additional financial year | 20000/- | | | | | | | | | |
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|----|-----------------------------|---|
| 4 | Last Date of Bid Submission | 19-12-2022 upto 4 p.m |
| 5 | Date & Time of Pre Bid | 12-12-2022 at 12.00 p.m |
| 6 | Opening of Technical Bid | 20-12-2022 at 11.00 a.m |
| 7 | RFP Document Fee | Rs. 2000/- D.D./Banker Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur |
| 8 | EMD (Bid Security) | Rs. 20,000/- D.D./Banker Cheque in favour of "Financial Advisor, RSRTC" payable at Jaipur |
| 09 | Processing Fee | Rs. 1000/- D.D./Banker Cheque in favour of "Managing Director, RISL" payable at Jaipur |

- Note:-**
- All above events will be held at Rajasthan State Road Transport Corporation, Head Office, Parivahan Marg, Chomu House, Jaipur-302001, Rajasthan.
 - In the event of the date specified above being declared as a holiday for Corporation due date will be the Next working day.

Note :-


- Detailed information of the bid documents can be downloaded from <http://transport.rajasthan.gov.in/rsrtc> and <http://sppp.rajasthan.gov.in> also on <http://eproc.rajasthan.gov.in>. Detailed information of this bid and pre-qualification criteria can also be seen in NIB exhibited on website www.transport.rajasthan.gov.in/rsrtc. Bids are to be submitted on line in electronic format on website <https://eproc.rajasthan.gov.in>
- Corrigendum/modifications/corrections if any will be published on the website <https://eproc.rajasthan.gov.in>.
- Conditional/ incomplete bid will be rejected.
- Bidders who wish to participate in this bid will have to register on <https://eproc.rajasthan.gov.in>. Bidders registered on <https://eproc.rajasthan.gov.in> before request of bid documents to participate in online bids, Bidders will have to procure digital signature certificate as per information technology Act-2000 using which they can sign their Electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- Bidders shall submit their offer online in Electronic formats however, Demand draft for bid document fees, bid processing fees and earnest money (bid security) of bid should be submitted manually or through courier in the office of Financial Advisor, RSRTC, Head Office, Parivahan Marg, Jaipur before last date and time of opening of bid and scanned copy of the Demand Draft should also be uploaded along with the online bid.
- The Managing Director, RSRTC reserves the right to accept or reject any or all the bids without assigning reasons thereof whatsoever. No further discussion/interaction will be held with the applicant whose request have been disqualified/rejected by RSRTC.
- RSRTC reserves the right for verification of any information/ documents furnished by the bidders in the interest of the corporation.
- Earnest money (Bid security) of bid in the form of demand draft /Banker's Cheque payable to the Financial Adviser, RSRTC, Jaipur should be submitted before opening the bid otherwise bid is liable to rejected.



9. Before electronically submitting the bids it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
10. CAG empanelled CA firms/ Practicing Chartered Accountants is required to furnish Copy of the latest CAG empanelment letter .
11. Bids without Bid processing fees, RFP document fees and EMD (Bid security) shall be rejected.
12. This bid documents incorporates all the general instructions , scope of work, terms and conditions , all annexure , format of contract, Bid fees ,and other correspondence related to this bidding process.
13. The bidders are requested to read all instructions , forms, terms and conditions ,specifications, and other information mentioned in the bid documents carefully.
14. All the communication/correspondence including Each page of the bid documents should be submitted by the bidder duly sealed and signed by the authorized signatory of the bidder while uploading the bid on the e-proc portal.
15. The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the Act) and the "Rajasthan Transparency in Public procurement Rules, 2013" (hereinafter called the Rules) under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.
16. If bidder wish to participate in the bid then they have to make a payment of processing fee as mentioned in the above table in the form of Demand Draft/Banker's cheque in favour of "Managing Director, RISL Payable at Jaipur through Courier or by personnel before last date and time of Opening the bid and also bid document fee, Earnest money (Bid security) of bids which is mentioned in the above table be submitted to RSRTC in the form of DD/Banker Cheque in favour of "Financial Adviser, RSRTC" payable at Jaipur through Courier or by personnel and be delivered to the undersigned before last date and time of Opening the bid.
17. Copies of various documents to be enclosed along with the request proposals must be legible and be self attested by the authorised signatory with official seal. Claims made by the applicant related to the experience and other requirements shall be considered only when appropriated supporting documents are enclosed.


Financial Advisor

The proposals shall be submitted along with the following documents :-

1. Copy of CAG empanelment(if yes).
 2. Copy of Registration of the firm.
 3. Copies of experience certificates related with audit work in Govt. Department /PSUs/Autonomous bodies (only one certificate for each corresponding financial year).
 4. Copies of authentic documents in support of figures of Turn Over for last three financial years viz. 2018-2019,2019-20,2020-21
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Financial Advisor,
Rajasthan State Road Transport Corporation,
Jaipur.

Subject: -Notice Inviting Tender for Appointment of CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants for empanelment as Internal Auditors for RSRTC

TERMS AND CONDITIONS FOR INTERNAL AUDIT WORKS

The Terms & Conditions of the contract shall prevail and shall be binding on the bidder. The bidder shall be deemed to have fully Informed itself and to have specific knowledge of the provisions under terms & conditions of this specification mentioned here under:-

1. General:-

Dy. General Manger (Finance/Internal Audit) RSRTC, Jaipur on behalf of "RAJASTHAN STATE ROAD TRANSPRT CORPORATION" hereinafter referred to "Nigam" will receive sealed tenders for the subject work In accordance with the mentioned "Scope of Work", however any work if specifically not mentioned but reasonably implied for the successful Implementation and optimal performance of the proposed work shall deemed to be inclusive and shall be an Integral part of the "scope of work." Mentioned in Corporation Order No. F4/Fin/Audit/2012/1013 Dated 22-08-2012 Excluding Point No- 06, 07 & 08 and technical data can be obtained from the office of the Dy. General Manager (Fin./IA) , RSRTC The bidders are very well supposed in their own interest to go through the Bid Documents, Instructions, forms, terms and general information carefully and thoroughly.

2. Definition of Terms:-

In constructing these general conditions and the annexed specifications, the words shall have the meaning herein assigned to them unless there is anything in the context inconsistent with such construction.

- (a) The "RSRTC" mean the "RAJASTHAN STATE ROAD TRANSPORT CORPORATION" represented by the Managing Director and shall Include

their legal personal representative, successors and assignees. The "Owner" or "Nigam" shall mean "RSRTC".

- (b) The "Tenderer / Bidder" shall mean and Include one or more persons / any firm / any company / any society / any forum / body incorporate, who has submitted the bid in response to "REQUEST FOR PROPOSAL" by RSRTC.
- (c) The "Bidder" shall mean, whose bid has been accepted by the Nigam and shall include the Bidder heirs, legal representatives, successors and assignees, approved by the Nigam.
- (d) The " Managing Director" shall mean the Managing Director, RSRTC, Jaipur.
- (e) "Works" mean and include the work or works to be done/ carried out by the Bidder under the contract.
- (f) The "Contract" shall mean and include the following:-
 - (i) Invitation of Bid
 - (ii) Instructions to Bidders
 - (iii) Bid form Including Schedule of Price
 - (iv) Earnest Money Deposit
 - (v) Letter of Intent and its acknowledgement
 - (vi) Security Deposit/ Guarantee
 - (vii) Formal Work Order
 - (viii) General Conditions of Contract
 - (ix) Special Instructions
 - (x) Specification, Specific Conditions, Schedules and Annexure
 - (xi) Agenda that may hereafter be issued by the Nigam to the bidder in the form of letter and covering letters and schedule of prices as agreed to between the Bidder and the Nigam.
- (g) The "Request for Proposal and Specification" shall mean the specification; specific condition annexed to the General Conditions, the contract schedule and the annexure thereto (if any).
- (h) The word "RFP" means "REQUEST FOR PROPOSAL".
- (i) The "Month" shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.
- (j) "Letter of Intent (LOI)" shall mean the Nigam's letter conveying its acceptance of the Bid .
- (k) The "Contract Price" shall mean the sum named in or calculated in accordance with the (1) provisions of the contract purchase or any amendments thereto.
- (l) "Formal Work Order" shall mean the Nigam's letter which may be issued in the way of letter of Intent containing detailed terms & conditions of the



- (b) The N
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- work and such other particulars which the Nigam may like to convey to the bidder pending execution of a formal written agreement.
- (m) "Writing" shall include any manuscript typed, written or printed statement under or over signature or seal, as the case may be.
 - (n) Words importing "Person" shall include firms / companies / corporations / society / forum and other bodies, whether incorporated or not.
 - (o) Words Importing the singular only shall also include the plural and vice versa where the context requires.
 - (p) Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897.

3. Directions for Filling in the Bids: -


Bid shall be submitted as per formats attached / details desired hereto and all blanks in the bid and the annexure of the specifications shall be duly filled . The complete forms, annexure shall be considered as part of the contract documents in case of successful bid.

- (a) No alteration should be made to forms of the bid, specifications and annexure. The bid must comply entirely with the specifications.
- (b) The bid and all accompanying documents shall be in English Language (Except Content scope of work and audit report) and shall be signed by a responsible and authorized person. The name, designation and authority of signatory shall be stated in the bid, along-with documentary proof in favour of authorization of the person undertaking and signing the bidding documents.
- (c) The contract awarding authority will not be responsible to accept any cost involved in the preparation or submission of the bids.

4. Acceptance / Rejection of Bid: -

The Management of the Corporation reserves the right to Accept / reject any offer without assigning any reason thereof.

5. Pre bid Discussion:-

- (a) Any clarification on Scope of Work, Quality of deliverables, Manner of resolving the Audit observations in light of response(s) received from the Auditee Units and any other development arising in pursuance thereto, can be discussed with the Dy. General Manager (Fin./IA),RSRTC, Jaipur prior to the Due Date of Submission of Bids.
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- (b) The Nigam, at its sole discretion, reserves the right to respond to questions raised by the Bidders. No response to a clarification request shall be construed for amending Tender Document.

6. Submission of Offer:-

The Bid document for Internal Audit work in prescribed format duly completed and signed on each page by the authorized signatory shall be submitted.

7. Bid Validity :-

The Bid Validity shall be valid for a period of 90 days from the date of opening of The Bid.

- 8. Amendment in Bid Document:-** At any point of time prior to these scheduled time and date for submission of bids, Nigam may for any reason, modify the bid document by issuing amendment(s), which shall form part of the bid documents

- 09. Deviations from Terms and Conditions:-** Offers deviating from commercial terms and conditions like payment terms, security deposits, validity etc. are liable to be rejected outright unless exempted by the Nigam.

10. Bid Security :-

- (a) Bidders shall deposit Bid Security of Rs. 20000 - (Rupees Twenty Thousand Only) and proof thereof shall be submitted with the bid documents. If the Earnest Money amount is found to be less than required, the offer will be rejected outrightly.
- (b) The Bid Security can be deposited in one of the following forms only:
(i) By Bank Draft Bankers Cheque in favour of the FA, RSRTC, Jaipur.
- (c) In case, the bidder withdraws his offer during the validity period or after placement of order, the Bid Security amount shall be forfeited.

11. Refund of Bid Security:-

- (i) Bid Security shall be refunded to the unsuccessful bidders as soon as possible after the tender has been decided. No interest shall be paid on Bid Security amount.
- (ii) Bid Security of bidders to whom the order has been placed, shall be refunded adjusted as Performance Security Deposit. No interest shall be paid on Bid Security amount.

12. **Guarantee / Deposit:-** The following Guarantees / Deposits shall be required to be furnished: -
13. **Security Deposit:-**
- (a) On acceptance of offer, the successful Bidder shall deposit an amount of Rs. 50,000/- Demand Draft/Bankers Cheque/FDR as Performance Security Deposit within a period of 15 days from the Date of LOI under this bid to cover Performance Guarantee.
 - (b) If the security is deposited through Demand Draft it shall be in favour of the FA, RSRTC, Jaipur, may be drawn on any Nationalized / Scheduled Bank and payable at Jaipur.
 - (c) The Performance Security Deposit shall have to be furnished within 15 days from the date of LOI and before agreement.
 - (d) The Nigam shall adjust the penalty imposed (if any) from the Security Deposit available with the Nigam.
 - (e) The Performance Security Deposit shall be refunded only after due and satisfactory performance as per terms and conditions of the order and on completion of work order or expiry of contract period, provided that there is no claim(s)/ penalty outstanding to be recovered against the tenderer.
 - (f) No interest shall be paid by the Nigam on Performance Security Deposit.
14. **Signing of Contract and Completion of Formalities:-**
- (a) Successful Bidders shall be required to sign the contract documents with the Nigam on non-judicial stamp paper of Rs. 500/- Cost of stamp paper and revenue stamp to be affixed on document shall be borne by the Bidder. The Nigam shall not reimburse these costs.
 - (b) Failure of the Successful bidder (s) to sign the contract within **15 days** from the date of LOI shall constitute sufficient grounds for the annulment of the award. In which case the Nigam may blacklist the bidder and Earnest Money deposit will be forfeited.
15. **Rules & Regulations:-** The Job shall be carried out as per the rules, regulation and other details as prevailing in the Nigam, which shall be made available to the bidder. These rules and regulations may be modified by the Nigam from time to time and would be Intimated to the bidder for adhering to the same. The bidder will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. For any consequences arising out of non- compliance whatsoever in regard to all the prudent and applicable provisions of these acts, regulations etc. the bidder shall be wholly responsible.

16. **Submission of Bills for Internal Audit:-**

The Bidder shall submit the bill in Duplicate in the office of the Dy. General Manager (Fin./IA), Jaipur, after completion of the audit .

17. **Terms for Payment :-**

No advance Payment shall be paid, the payment will be released after making desired correction in the report by the auditor, as required by the Dy. General Manager (Fin./IA) / authorities and final acceptance of Audit Report. The TDS shall be deducted as per rules. In case of shortage of any document(s)/report(s) bills shall not be processed.

18. **Period for Execution of Work:-**

The successful practicing Chartered Accountants/ CA firms / Cost Accountant Firms/ Practicing Cost Accountants have to devote at least fifteen working days for the completion of audit work at allotted Depot or section of H.O.. for each financial year for which Audit work allotted. The bidder/ Auditor should be present at RSRTC Head Office As and when called by RSRTC.

19. **Audit Program:-**

The auditor has submit its audit programme within 7 working days from the date of order by Dy. General Manager (Fin./IA) to conduct audit & inform concerned unit for the same. The Audit programme should be prepared in this way that commencement of Audit must be within 1 month from the date of order by Dy. General Manager (Fin./IA) . The progress of audit awarded must be submitted within a period of 15 days from the date of commencement of Audit and further after every 15 days suo moto. Office wise Audit Program will have to be got approved from the Dy.GM (FIN./IA).

One party of minimum two & maximum three qualified persons should be deployed for audit of one depot. The Audit Program should be prepared according to point no. 18 (Period for Execution of Work)

20. **Submission of Audit Report:-**

The auditor is required to submit the consolidated Audit Report of each office within 7 working days from the date of Audit Report Discussed and duly sealed signed by Manager Finance and Chief Manager of Audited Depot. The audit report should be prepared in three copies in hindi . One copy shall be retained by the auditors and two copies shall be submitted.

21. **Norms :-** The audit should be carried out as par norms of AG audit & internal audit.



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22. **Compliance of Labour Legislation:-** The bidder shall discharge its liability of employer / bidder in respect of personnel to be engaged for service, as set out in EPF and MP Act-1952, ESI Act-1948 (in ESI implemented area), Contract Workmen's Compensation Act-1923 (in non ESI Implemented area), Labour (R&A) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948 etc. The bidder is required to get separate code under the provision of EPF & ESI Acts, if not already taken & deposit the employer's contribution along-with employees' subscription. The bidder shall be solely responsible for any consequences arising out of breach of any legislation.
23. **Safety of Record:-** The original records taken from any of the office of the Nigam shall be kept safe and intact and handed over back in good condition to the respective office after completion of audit. The bidder shall make good to the Nigam any loss suffered by it due to default of the bidder in this respect.
24. **Security & Secrecy:-** Bidder shall not disclose the result of audit wholly or partly to anybody else other than to the designated authority of the Nigam and shall maintain a close secrecy in this regard.
25. **Scope of Audit Work(s): -** Scope of Audit Work(s) has been mentioned at Corporation Order No. f4/Fin/Audit/2012/1013 Dated 22-08-2012 Excluding Point No- 06, 07 & 08 (Annexure-I) and also includes checking of Bus Sarthi related yojna As per Applicable orders/circulars. Note: In order no. f4/Fin/Audit/2012/1013 Dated 22-08-2012, the word 'bus agents' will be read as 'Bus agents/Bus Sarthi'.
26. **Amendment in Scope of Work: -** The Nigam may revise or amend the scope of work prior time to time as per requirement of RSRTC and participating firms shall abide by these changes.
27. **Conduct of Bidder's Staff: -** If any of the Bidder's employee in the opinion of Nigam is found guilty or commits misconduct or Incompetence or negligence, then if so, directed by the Nigam, the Bidder shall at once remove such employee and replace him / her by a qualified and competent substitute.
28. **Lien: -** In case of any lien or claim pertaining to the work and responsibility of the bidder for which the Nigam might become liable, it shall have right to recover such claim amount from the bidder.
29. **Coordination from Auditee Office: -** Each of the auditee office shall be required to coordinate with the auditor in such a manner so as to complete the audit of respective office within stipulated time.

30. **Preference :-** Audit work will be allotted on sole discretion of RSRTC management and no complaint/correspondence will be entertained in this regard. Preference may be given to local Firms.
31. **Penalty: -**
If Audit report is not received in the office of the Dy. GM(Fin/IA), RSRTC within Maximum Time allowed to Perform an Audit or extended time period than bidder is liable to charged penalty as under:-
- Liquidated Damages @ 5% of audit fees would be levied on delay per week from the time specified or extended time period to the date of receipt of Audit Report (for 2 weeks maximum).
 - The delay beyond 2 weeks would be considered an inordinate delay and in that case the management of the corporation would be at liberty to assign the work to another firm or Consider the Audit report at its discretion.
 - In inordinate delay, the firms would also be liable to be debarred for assignment of RSRTC audit work .
- 32 **Period of Empanelment/Contract :**
The Empanelment/Contract will be valid initially for Three years from the date on which the letter of acceptance or letter of intent is dispatched to the bidder which may be extended with the mutual consent of both parties as per RPPP act 2012 and RPPP Rules 2013 .
33. **Maximum Time allowed to Perform an Audit :**
Two(2) Months for first Financial Year of Audit period including Submission of Report and extra one(1) month for every next financial year of Audit Period including submission of Report from the date of commencement of Audit.
34. **Extension of Time to perform an Audit:**
Any extension in time beyond time specified shall only be considered on merits by Competent Authority i.e. Financial Advisor RSRTC
35. The Nigam will provide reasonable workspace and furniture for the audit team. Other resources viz. computers, telephone etc. would have to be arranged by the Bidder on his own .
36. The Audit to be carried shall be executed by team consisting-of full time professional and assistant(s) having audit experience.



37. All the Audit Reports shall be signed by the Authorized Signatory of the Bidder. The person signing the audit report shall be responsible for the all work done by the audit team. irrespective of composition of visiting team at Auditee Office.

38. **Cancellation of Order:-**

The RSRTC may upon written notice of default, terminate contract in the circumstances detail hereunder:

- (a) if in the opinion of the Nigam, the participant / auditor fails to perform the work within the time specified or during the period for which the Nigam has granted extension.
- (b) If In the opinion of the Nigam, the participant / auditor fails to comply with any of the provisions of this contract. In such case, a written notice shall be served by the Nigam to the Bidder to stop further activities and take urgent steps towards corrective measures, failing which the contract will be cancelled.
- (c) In the event of such termination, the Nigam shall exercise its discretionary powers to award the work to other professional firm after giving due notice to the Bidder on account at the risk and cost of Bidder.
- (d) The performance of the firm shall be reviewed periodically and for any unsatisfactory performance, the Nigam reserves the right to terminate the services, giving a notice of 15 days to the Bidder.
- (e) The Nigam reserves all rights, not to give any reason in writing or otherwise, towards cancellation of the contract at any time.
- (f) The decision of the Nigam shall be final regarding the acceptability of the report submitted by the auditors and the Nigam shall not be required to give any reason(s) in writing or otherwise at any time towards rejection of the same.

39. **Bidder's Default:-** If the bidder neglects to execute the work with the due diligence and expedition or refuses or neglects to comply with any reasonable orders given in writing any representative of the Nigam, In connection with the works or contravenes the provision of the contract, the Nigam may give notice in writing to the bidder to make good the failure, neglect or contravention complained of. If the bidder fails to comply with the notice within 30 (Thirty) days from the date of service thereof, then in such case the Nigam shall be at liberty to employ other workmen and forthwith execute such part of the audit as the bidder may have neglected to do or if the Nigam shall think fit, it shall be lawful for It without prejudice to any other right, It may have under the contract, to take the audit wholly or In part out of the bidder's hands and re-contract with any person or persons to complete the audit or any part thereof and in that event the Nigam shall free to use all bidder's equipment that may have been at the time on the site In connection with the works without being responsible to the bidder over the same and the Nigam shall be entitled to retain


and apply any balance which may be necessary, the payment of the cost of executing the said part of the audit. If the cost of completing the audit or executing a part thereof as aforesaid exceeds the balance payment due to the bidder, the bidder shall pay such excess. Such payment of excess amount shall be exclusive of the liquidated damages for delay, which the bidder shall have to pay if the completion of audit is delayed.

40. **Force Majeure:** - Any cause that is beyond the reasonable control of the Bidder or Nigam will be Force Majeure Condition, the cause of the Force Majeure condition will be taken into consideration only if the tendered within 15 days from the occurrence of such delay notifies. The Nigam shall verify the facts and grant such extension as the facts justify. For extension due to Force Majeure Condition, the Bidder shall submit its representation along-with documentary evidence for scrutiny by the Nigam and decision of the Nigam in this regard shall be final and binding.
41. **Subletting of Contract:** - The awarded Bidder shall not sublet the work. In case of getting execution of work through other auditor, the contract shall be terminated.
42. **Suspension of Works:** - The Nigam shall not be liable to pay the bidder any compensation whatsoever arising from suspension or for idle labour.
43. **Governing Laws & Jurisdiction:** - The agreement shall be governed & followed by Indian Laws and Sub Laws. Only the competent court at Jaipur (Rajasthan) alone shall have exclusive court jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise. All disputes, differences, questions, whatsoever arising between the Nigam and the bidder shall be dealt with at Jaipur City only and no court other than Court at Jaipur (Rajasthan) shall have jurisdiction.
44. Selection of CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants shall be based upon their eligibility criteria and selection criteria. RSRTC has full right to select and reject any of the application.
45. The Successful bidder(s)/ CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants shall use sufficient competent man power for completing the work at unit offices and Head Office simultaneously to ensure timely completion of task.

46. **Failure to Execute Contract:-** The successful bidder(s) failing to execute the order placed to them to the entire satisfaction of the Nigam with terms & conditions set forth therein, will be liable to make good the loss sustained by the Nigam, subsequent to the placing of fresh orders elsewhere at higher rates, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh offers have been placed. This is without prejudice to the imposition of liquidated damages and forfeiture of Bid Security Deposit, Performance Guarantee and any other financial hold available with the Nigam.

47. **Dispute Resolution & Arbitration :-**

- i. **Dispute Resolution** : Any Dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the Standing committee constituted vide Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 dated 03.10.2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.
- ii. **Arbitration** : if the second party (lessee/contractor etc.) does not wish to take recourse to the dispute resolution mechanism outlined vide Rajasthan State Road Transport Corporation's office order No. HO/Law/Gen/17/781 dated 03.10.2017 referred to above, or if the second party is not satisfied with the decision of the Standing Committee constituted thereunder, then such dispute or difference relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole Arbitrator to be appointed by the First Party (Rajasthan State Road Transport Corporation) following the qualifications and disqualifications laid down under section 12 of the Arbitration & Conciliation Act, 1996 as amended.



Dy. General Manager (Fin./IA)
RSRTC., Jaipur.

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the tender will be altered / changed.

Date:

Signature of the Participating CA firms/
Practicing Chartered Accountants / Cost Accountant
Firms/ Practicing Cost Accountants along with the
stamp of the firm/ Company.



Annexure A: Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

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

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Annexure B: Declaration by the Bidder regarding Qualifications
Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of..... I/We hereby declare
response to their Notice Inviting Bids No.....Dated I/We hereby declare
under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is HOD, Procuring Entity.
The designation and address of the Second Appellate Authority is Managing Director, RSRTC.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is HOD, Procuring Entity,
RSRTC.

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(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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

(5) Form of Appeal

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

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

6. Grounds of appeal:

(Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to vary Quantities.

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

3. Dividing quantities among one than more Bidder at the time of award (In case of procurement of Goods)

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

History & Descriptive Note of The Firm

Annexure-E

| | | |
|-----|---|--|
| 1. | Name of the Participating CA firms/Cost Accountant Firm | |
| 2. | Address of Local office Situated in Rajasthan | |
| 3. | e-mail address | |
| 4. | Phone Nos /Mobile No. | |
| 5. | Contact Person Name & Designation and mobile no. | |
| 6. | PAN of Firm | |
| 7. | GST Registration No. | |
| 8. | Date of Registration | |
| 9. | Name of the Partners | |
| 10. | Experience regarding Internal Audit/ Statutory Audit/Revenue Audit and Concurrent Audit of Govt. Departments / PSUs / Autonomous bodies after Registration and up to 31.03.2022 | |
| 11. | Annual Turnover of the Participating CA firm/Cost Accountant firm during last three financial year i.e. 2018-19,2019-20,2020-21 | |
| 12. | Details of Man Power a) FCA/FCMA b) ACA/ACMA c) Others | |
| 13. | Major Activities of the participating CA Firm/Cost Accountant Firm | |
| 14. | Details of Bank Account (a) Name of Bank with Branch (b) Account No. (c) IFS Code | |
| 15. | CAG empanelment(if yes then mention) | |

Date: (Signature of the Participating CA Firm/Cost Accountant Firm)
Along with stamp of the Firm.

Annexure -F

Specimen format of the report to be followed

The internal auditor's report should contain a clear written expression of significant observations, suggestions/ recommendation based on the policies, process, controls and transaction policies of RSRTC taken as a whole.

The internal audit is to be conducted in line with the standards and guidance notes on internal audit issued by the RSRTC. However, Chartered Accountants Firms/Cost Accountant Firms may suggest any more checks, as may be required.

The Auditor's report should contain the following elements ordinarily within the following layout:

Part-I

- a) Title;
 - b) Addressee
 - c) Firm registration number alongwith supporting documents
 - d) Coverage (Period)*
 - e) Duration of audit, Composition of Audit Team**
 - g) Opening or introductory paragraph (including the work handle by the auditee unit)
 - h) Organizational structure of Auditee unit.
 - i) Executive Summary of the audit observations.
- The Audit team will consist minimum of one Chartered Accountant/Cost Accountant and one paid assistant (qualified (CA/CMA)/semi qualified(CA/CMA- Inter).

Part-II

- a) Performance review of area(s)/business of the Auditee unit
- b) Significant audit observation - requires immediate action/attention
- c) Audit observations (Audit Paras)
- d) Recommendations
- e) Annexure/exhibits to the Report

Part-III

- a) Review of outstanding paras from earlier reports and its compliance status as on date
- b) Concluding paragraph

Part-IV

- a) The Audit report shall be submitted after completion of audit and the scanned copy of the report shall be submitted to the Internal Audit Wing. The hard copy alongwith relevant annexures shall be submitted thereafter.
- b) The audit report will be submitted after discussion of the all the audit observations with the respective Chief Manager and Manager(Finance) and a certificate to this effect is to be enclosed.
- c) The internal audit is to be conducted with the highest standard of professional ethical competence and integrity.
- d) CA firm/Cost Accountant Firm shall not disclose to any person the confidential information relating to the assignment or RSRTC business or operations without prior permission of Dy.GM (Fin./IA), Internal Audit Department, Head Office, Jaipur.

FINANCIAL BID

Financial Terms: -

the payment will be as per terms mentioned there, which are reproduced below: -

| Description of the work | Amount (Rs .) |
|--|------------------------|
| Internal Audit for One financial year | 35000/- |
| Internal Audit For additional financial year | 20000/- |

- Including GST charges .
- **No Allowances or residential facility of any kind will be provided to auditor for conduct of Internal Auditor.**
- Internal Audit Department, Head Office has the right to replace CA firms/Cost accountant firms if it is found that the Internal Audit is not of required standard.
- The Internal Audit is to be conducted with the highest standard of professional, ethical competence and integrity.

Annexure - 'H'

QUALIFICATION CRITERION FOR INTERNAL AUDITORS

The Eligibility criteria (Minimum Technical criteria) is as follows:-

1. CAG empanelled CA firms/ Practicing Chartered Accountants or Cost Accountant Firms/ Practicing Cost Accountants will be considered for empanelment in RSRTC.
2. Participating CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants must not be prohibited by any regulatory authority in offering such services and also should not have been blacklisted/ debarred by any PSU, Central or State Government Undertaking in the past.
3. CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants have to ensure that they are not doing any consultancy work for RSRTC.
4. All applicable taxes , if any, shall be paid by the Participating CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants.
5. The firm should be in existence for minimum 3 years period as on 31.03.2022. An undertaking in this regard may be furnished along-with details of existence.
6. **The firm should have average turnover of Rs. 30 lacks in last three financial years. i.e. 2018-19 to 2020-21.**
7. The firm must have at least Three partners in which at-least one FCA/FCMA on its roll as on 31.03.2022 and have at-least 2 ACA/ACMA , 5 semi qualified articles / auditors (qualification for article assistant will be of final level students of their professional course), Details may be furnished in the format as shown in Annexure - E
8. CAG empanelled CA firms/ Practicing Chartered Accountants / Cost Accountant Firms/ Practicing Cost Accountants should have at least three year experience in undertaking internal audit work of Public Sector Undertakings.
9. Firm has to give an undertaking
 - i. that none of the partners has any relation with any employee of RSRTC and also none of them has any relationship within the meaning of Section 2(76) of the Companies Act, 2013
 - ii. Certified that we have not been appointed for carrying out certification/consultancy or such related work for RSRTC which will have conflict of interest with the assignment as Internal auditors .
11. **No Allowances or residential facility of any kind will be provided to auditor for conduct of Internal Auditor.**

Note: - Relevant documentary proof in respect of all the above requirements need to be submitted along-with the offer. Without sufficient documentary proof about above qualifying criterion, the offer is likely to be rejected.

क्रमांक:- एफ4 / वित्त / अंके / 2012 / 1013 दिनांक:- 22.8.2012

परिपत्र

पूर्व में इस कार्यालय द्वारा जारी कार्यालय -आदेश क्रमांक एफ 2(46) वित्त / अंके / 2005 / 960 दिनांक 07.04.05 व एफ1 / मुख्या / वित्त / अंक / 2008 / 1124 दिनांक 16.09.08 को अधिलंघित हुए मुख्यालय में पदस्थापित अंकेक्षण दल निम्नानुसार कार्य सम्पादित करेंगे / -

1. अंकेक्षण दल निर्धारित स्थान पर पहुँचते ही उस स्थान पर आगमन / प्रस्थान की सूचना ठहरने के स्थान की सूचना तुरन्त पत्र / ई-मेल द्वारा उप महा प्रबन्धक (अंकेक्षण) को भेजेगें।
2. अंकेक्षण दल आगार कार्यालय के प्रभारी को अविलम्ब अंकेक्षण प्रोग्राम से सूचित करेंगे।
3. प्रभारी अंकेक्षण दल यूनिट प्रभारी को समय-समय पर आवश्यकतानुसार आडिट-मीमो जारी करेंगे व प्रकरण का निस्तारण करावेगें।
4. वित्तीय वर्ष के दो माह के रिकोर्ड की जांच दल द्वारा की जानी है। यदि इस अवधि में एक से अधिक प्रबन्धक (वित्त) की कार्यावधि है तो माह का चयन इस प्रकार किया जाये, जिसमें दोनों प्रबन्धक (वित्त) का कार्यकाल समाहित हो जाये।
5. अंकेक्षण दल द्वारा प्रतिवेदन में वित्तीय वर्ष के अंकेक्षण माह जिनका अंकेक्षण किया गया है, का उल्लेख करेंगे।
6. अंकेक्षण दल में कार्यरत सभी कर्मचारी प्रतिदिन अपने द्वारा सम्पादित कार्य की दैनिक कार्य -डायरी संधारित करेंगे तथा प्रतिदिन किये गये कार्य के विवरण की एक प्रति अंकेक्षण प्रतिवेदन के साथ संलग्न करेंगे।
7. सभी अंकेक्षण दल अपनी उपस्थिति पंजिका संधारित करेंगे। एवं पर्यवेक्षण पर गये अधिकारी को अवलोकनार्थ प्रस्तुत करेंगे। इस पंजिका के आधार पर ही अंकेक्षण दल प्रभारी प्रतिमाह उपस्थिति विवरण-पत्र प्रस्तुत करेंगे।
8. अंकेक्षण दल अंकेक्षण कार्यक्रम के दौरान अवकाश पर रहने की सूचना लिखित में उप महाप्रबन्धक (वित्त-अंकेक्षण) को अंकेक्षण इकाई से उसी दिवस को प्रेषित करेंगे। बिना लिखित स्वीकृति के मुख्यावास नहीं छोडेगें तथा अनुपस्थित पाये जाने पर संबधित कर्मचारी / प्रभारी अंकेक्षण दल उततरदायों होंगे।

9. यदि अंकेक्षण दल को अंकेक्षण करते समय कोई महत्वापुर्ण अनियमितता गबन प्रकरण प्रकाश में आता है। तो उसकी तत्काल सूचना अर्द्धशासकीय पत्र या अंकेक्षण दल के सदस्य के साथ समुचित तथ्यों सहित भिजवायी जायेगी ताकि प्रकरण पर गुणावगुण के आधार पर निर्णय लिया जाये सकें। इसमें किसी प्रकार की शिथिलता के लिए दल प्रभारी उत्तरदारी होंगे।
10. सहायक लेखाधिकारी (अंकेक्षण) यदि किसी स्थान पर अंकेक्षण के प्रयोजन हेतु जाते हैं तो वे भी अपनी रिपोर्ट उप महाप्रबन्धक (वित्त-अंकेक्षण) को प्रस्तुत करेंगे साथ ही मुख्यालय पर पदस्थापित सहायक लेखाधिकारी/लेखाधिकारी प्रत्येक अंकेक्षण दल की मोनेटरिंग करेंगे।
11. अंकेक्षण दल अनुच्छेद में वर्णित अनियमितताओं से संबन्धित परिपत्र/कार्यालय आदेश के क्रमांक/ दिनांक का उल्लेख करेंगे।

संलग्न:- अंकेक्षण के निर्धारित नोर्मस।

ह0
वित्तीय सलाहकार

आन्तरिक अंकेक्षण हेतु निर्धारित नोर्मस (चैक लिस्ट)

भाग-अ

1. (अ) आगार कार्यालय द्वारा प्रतिदिन साख्खिकी शाखा द्वारा मार्ग से आफ होने वाले परिचालकों की चैक लिस्ट तैयार की जाती है। या नहीं?
(ब) मार्ग से आफ होने वाले परिचालको / बस एजेन्टस की आफ सूची प्रबन्धक (यातायात) द्वारा तैयार की जाती है। अथवा नहीं?
(स) श्रीमान् प्रबन्ध निदेशक के परिपत्र क्रमांक एफ3 / मुख्या / याता / सा / 10 / 1966 दिनांक 11.10.2010 के अनुसार प्रतिदिन डी.वी.आर पंजिका से कम्प्यूटर में डाटा फिडिंग के उपरान्त प्राप्त चैक लिस्ट का मिलान कर रिकार्ड पत्रावली बद्ध कर मुख्य प्रबन्धक व प्रबन्धक (वित्त) द्वारा डी.डी.आर. व चैक लिस्ट की जांच की जाती है। या नहीं?
(द) लेखा शाखा द्वारा प्रबन्धक (याता.) से प्राप्त होने वाले आफ परिचालकों / बस एजेन्टस् की सूची के आधार पर प्रतिदिन राजस्व जमा नहीं कराने वाले परिचालकों के विरुद्ध कार्यवाही की पंजिका का संधारण किया जा रहा है या नहीं ? साथ ही बुकिंग घरों पर कार्यरत कर्मचारियों से दैनिक राजस्व नियमित रूप से जमा कराई जा रही है अथवा नहीं?
2. (अ) मुख्यालय के आदेश संख्या 3110 दिनांक 29.11.04 के अनुसार मार्गविपत्रों की पुनः जांच सम्बन्धित अधिकारियों / कर्मचारियों द्वारा की जा कर पंजिका संधारित की जा रही है या नहीं?
(ब) अंकेक्षण के दौरान पाई अनियमितता व आधिक्य / शोर्टेज के संबध में मुख्यालय के निर्देशानुसार कार्यवाही की जा रही या नहीं (गम्भीर अनियमितता के संबध में विशेष ध्यान दिया जाना चाहिये)?
3. (अ) दैनिक राजस्व संग्रह पंजिका की जांच प्रतिदिन / नियमित रूप से कनिष्ठ लिपिक / क0 लेखाकार / लेखाकार (राजस्व) द्वारा सम्बन्धित मार्ग विपत्र एवं अन्य दस्तावेजों से की जाकर टिप्पणी की जा रही है या नहीं?
(ब) देरी से राजस्व जमा कराने वाले परिचालक व बस एजेन्ट / बुकिंग क्लर्क के विरुद्ध (राजस्व) द्वारा संधारित की जा रही है या नहीं
4. (अ) सभी प्रकार के पुलिस वारन्ट एवं विधायक / सांसद पास से सम्बन्धित पंजिका का संधारण व उनके देयक मुख्यालय को नियमित भेजे जाने व इनके भुगतान प्राप्ति की पुष्टि हो रही है या नहीं?
(ब) पोस्टल मेल के देयक को प्रतिमाह संबधित पोस्ट आफिस को भिजवाकर भुगतान प्राप्त किया जा रहा है या नहीं?
5. अन्तर्राज्यीय एवं लम्बी दूरी की वाहनों के डी.एस.ए. का मिलान सम्बन्धित आगारों से कराया जा रहा है अथवा नहीं ?
6. (अ) केन्टीन स्टाल से सम्बन्धित अनुबन्ध पत्र नियमानुसार समयावधि में सम्पादित किया जा रहा है अथवा नहीं ?
(ब) नियमानुसार समय पर टेण्डर आदि जारी किये जा रहे हैं अथवा नहीं ?
(स) सफल लाइसेंसी से लाइसेंस फीस के अग्रिम चैक प्राप्त किये जा रहे हैं अथवा नहीं तथा प्राप्त चैक का भुगतान लाइसेंस फीस की देय दिनांक तक प्राप्त किया जा रहा है अथवा नहीं ?

- (द) लाइसेंस फीस जमा से सम्बन्धित पंजिका का संधारण किया जा रहा है अथवा नहीं ?
- (य) समय पर लाइसेंस फीस प्राप्त नहीं होने पर अनुबन्ध की शर्तों के अनुसार शास्ती राशि प्राप्त की जा रही है अथवा नहीं ?
7. चालक, परिचालक द्वारा प्रस्तुत रूट रिपेयर वाउचरों का पुनर्भरण नियमित रूप से किया जा रहा है या नहीं ?
8. मार्ग पर चालकों द्वारा कय किये डीजल का पुनर्भरण मुख्यालय की स्वीकृति के उपरोक्त ही किया जा रहा है या नहीं ?
- 9.(अ) परिचालक को जारी मार्ग विपत्र पर अंकित ई.टी.एम. नम्बर से ही परिचालक द्वारा टिकिट जारी कर उसी अनुरूप राजस्व जमा कराया जा रहा है अथवा नहीं ?
- (ब) खराब होने वाली ई.टी.एम. मशीन की पंजिका संधारित की जा रही है या नहीं ?
- (स) ई.टी.एम. मशीन की फर्म से हुये समझौते के अनुसार 24 घंटे में सुधारी जाती है या नहीं, मशीन नहीं सुधारने पर 500/- रुपये की पैनल्टी प्रतिदिन वसूली की कार्यवाही फर्म से की जा रही है या नहीं ?
- (द) ई.टी.एम. मशीन से सम्बन्धित पंजिकाये ई.टी.एम. शाखा में कार्यरत कर्मचारियों द्वारा संधारित की जा रही है अथवा नहीं ?
- (य) मार्ग से परिचालक आफ होने पर ई.टी.एम. मशीन एवं बैग समय पर आगार कार्यालय में जमा करा रहे हैं अथवा नहीं ?
- 10.(अ) आगार के अधिनस्थ सम्बन्धित टोल नाको को अग्रिम टोल राशि का भुगतान किया जाता है तो उसका समायोजन करने से सम्बन्धित पंजिका का वाहन वाईज मासिक संधारण किया जाता है या नहीं ?
- (ब) 24 घंटों के अन्दर वापस आने वाली सेवाओं में जिन टोल नाकों पर आने व जाने की टोल राशि एक साथ जमा करायी जा रही है, वह राशि एकमुश्त दोनों तरफ की जमा हो रही है अथवा नहीं ?
- 11.(अ) अन्तर्राज्यीय मार्गों से सम्बन्धित मार्ग वाईज आय एवं कर पंजिका का प्रतिदिन संधारण किया जाता है या नहीं ?
- (ब) अन्तर्राज्यीय कर का भुगतान नियमानुसार किया जा रहा है या नहीं ?
- (स) ऐसी वाहनों जिनका विशेष पथ कर (एस.आर.टी.) मासिक जमा कराया जा रहा है, उन वाहनों का नियमित संचालन किया जा रहा है अथवा नहीं ?
- 12.(अ) बैग शाखा में संधारित टिकिट/मार्ग विपत्र पंजिका की जांच नियमित रूप से कनिष्ठ लेखाकार (राजस्व) द्वारा की जा रही है या नहीं ?
- (ब) टिकिट भंडार से प्राप्त टिकिट/मार्गविपत्र का इन्द्राज बैग शाखा की संधारित पंजिका में किया जाकर सत्यापन राजस्व प्रभारी क०लेखाकार/लेखाकार द्वारा किया जा रहा है या नहीं ? एवं चालान की प्रति टिकिट भण्डार में इन्द्राज की जा रही है या नहीं ?
- (स) इ.टी.एम. मशीन के साथ हस्तलिखित बैग जारी किया जाता है, उसका इन्द्राज परिचालक वाईज पंजिका में जारी/जमा नियमित किया जाता है या नहीं ?
- (द) संधारित पंजिका में दिनांक मार्ग का नाम जमा राजस्व राशि व ई.टी.एम. मशीन का नम्बर अंकित किया जाता है या नहीं ?

13. (अ) परिचालकों / पत्रक वितरकों द्वारा टिकिट बैग आदि खो जाने की सम्बन्धित पंजिका का संधारण किया जाता है या नहीं ?
(ब) आगार में खोई सम्पत्ति / सामानों की जमा पंजिका का संधारण किया जा रहा है या नहीं ?
(स) बहुमूल्य सामान मुख्यालय में जमा कराया जा रहा है या नहीं ?
14. आगार कार्यालय एवं अधिनस्थ बुकिंगधरों की राजस्व जो बैंक में जमा होती है उसका मिलान बैंक स्टेटमेन्ट से किया जाकर सूचना मुख्यालय को भिजवाई जा रही है या नहीं ? क्या कोई अनियमितता पाई गई ?
15. जांच लिपिकों / ई.टी.एम. ऑपरेटर द्वारा ई.टी.एम.मशीन / हस्तलिखित टिकिटों की जांच के बाद मार्ग विपत्र / ई.टी.एम. (समरी) पर जांच की टिप्पणी करते समय हस्तलिखित टिकिटों की टिप्पणी की जा रही है या नहीं ?
16. बकाया राजपत्रित अवकाश साप्ताहिक अवकाश व अधिश्रम पंजिका का संधारण किया जा रहा है या नहीं ?
17. निर्धारित बजट के अनुरूप विभिन्न मदों में व्यय किये जा रहे हैं या नहीं ?
18. अवितरित राशि को माह के अन्त में बैंक में जमा करवाई जा रही है या नहीं ?
19. पूर्व अवधि के बस एजेन्ट को मुख्यालय के आदेशों के अनुसार इनके विरुद्ध बकाया लेजर शोर्टज नियमित रूप से वसूल की जा रही है या नहीं ? चालको द्वारा मार्ग पर उनकी गलती से हुई क्षति के सम्बन्ध में की गई कार्यवाही ।
20. रियायती टिकिटों का अभिलेख संधारण किया जा रहा है अथवा नहीं ?
21. दैनिक वाहन संचालन रिपोर्ट (डी.वी.आर.) चैक लिस्ट तैयार कर जांच की जाती है अथवा नहीं ?
22. चालकों द्वारा मार्ग पर उनकी गलती से वाहन में हुई क्षति के सम्बन्ध में आवश्यक कार्यवाही / वसूली की जा रही है अथवा नहीं ?

भाग-ब
राजस्व पक्ष

1. राजस्व रोकड का भौतिक- सत्यापन।
2. बैग शाखा का भौतिक - सत्यापन
बैग शाखा में उपलब्ध टिकिटों /परिशिष्टों का भौतिक सत्यापन, आगारीय टिकिट भण्डार से निर्गमित चालानों की पुष्टि व खोये हुये मार्ग विपत्रों के संबध में संधारित पंजिका की जांच ।
3. आकस्मिक अनुबन्ध पर दी गई वाहनों के देयक की जांच :-
अनुबन्ध पर दी गई वाहनों के चयनित दो माह के देयकों की जांच
4. राजस्व संग्रह पंजिका :-
चयनित दो माह के 15 दिवस (एक माह का प्रथम सप्ताह व द्वितीय माह का अन्तिम सप्ताह) का राजस्व प्राप्ति रसीद /गैर संचालित राजस्व रसीद से मिलान कर इनके योगों की जांच का सत्यापन करना ।
5. बकाया राशि की मासिक रिटर्न :-
सभी प्रकार के वारन्ट सांसद /विधायक /केन्टीन, अनुबन्ध,पोस्टल मेल सबसीडी आदि से प्राप्त होने वाली राशि एवं बकाया आदि की जांच ।
6. टिकिट रिफण्ड :-
टिकिट रिफण्ड पंजिका का संधारण नियमानुसार राशि का लौटाना आदि की जांच ।
7. बुकिंग घर /बुकिंग एजेन्ट :-
बुकिंग घर /बुकिंग एजेन्ट को दिये गये लक्ष्य निर्धारण व आय प्राप्ति की जांच व लक्ष्य से कम आय प्राप्त करने पर की गई कार्यवाही की जांच । साथ ही बुकिंग घरों पर कार्यरत पत्रक वितरक के कार्य धंटे का निर्धारण की जांच । डी .एस.ए.पोस्टिंग शाखा द्वारा समय निर्धारण के अनुसार प्रथम व अन्तिम वाहन बुकिंग के अनुसार कार्य धंटों की जांच ।
8. ई.टी.एम.मशीन :-
ई.टी.एम.मशीनों का भौतिक -सत्यापन खराब मशीनों की स्थिति, खोई मशीनों की वसूली KEY पंजिका की जांच व पाई गई अनियमितताएं ।
9. मार्ग विपत्रों की जांच :- अकेंक्षण अवधि एवं जिस माह में अकेंक्षण किया जा रहा है उसके पूर्व दो माह के अन्तर्राज्यीय मार्ग एवं लम्बी दूरी के 5 मार्ग - विपत्र प्रति माह के हिसाब से रेण्डम अनुसार जांच कर पाई गई अनियमितताओं का मार्ग विपत्र अनुसार विवरण प्रस्तुत करावें ।



1. रोकड का भौतिक - सत्यापन :-
भुगतान व अग्रदाय रोकड का भौतिक- सत्यापन
2. रोकड बही की जांच :-
भुगतान व अग्रदाय रोकड बही की चयनित दो माह की शत-प्रतिशत समस्त प्रविष्टियों व वाउचरस की जांच में पाई गई अनियमितता का विवरण व योग की शत-प्रतिशत जांच।
3. आकस्मिक अवकाश की जांच:-
निर्धारित सीमा से अधिक आकस्मिक अवकाश से सम्बन्धित अनियमितताओं का विवरण।
4. उपस्थिति पंजिका की जांच :-
उपस्थिति पंजिका, जी.ए.-74 व अनुपस्थित विवरण-पत्र की पूर्ण जांच, देयक के मिलान में पाई गई अनियमितताएँ।
5. अधिश्रम, साप्ताहिक विश्राम व राजपत्रित अवकाश की जांच :-
बकाया सा० विश्राम, राजपत्रित अवकाश व अधिश्रम भत्ते की जांच से सम्बन्धित पाई गई अनियमितता तथा बकाया अधिश्रम के स्थान पर डीडीआर दिये जा रहे हैं या नहीं ?
6. अनियमित भुगतान :-
अनुपस्थित कर्मचारियों को किये गये अनियमित भुगतान का विवरण।
7. मानव श्रम की उपयोगिता :-
ड्यूटी चार्ट की जांच जिसमें कार्यरत सभी परिचालकों एवं चालकों का उललेख है या नहीं तथा पद के अनुरूप कार्य लिया जा रहा है या नहीं व ऐसे परिचालक जिनके द्वारा 8 घंटे से कम एक ही मार्ग पर लगातार ड्यूटी दी जा रही है का मानव श्रम हानि विवरण व ऐसे परिचालक जो लम्बी दूरी मार्ग पर तथा 4 घंटे या अधिक अधिश्रम दिया जाता है का विवरण अंकित करावें।
8. सेवाभिलेखों की जांच :-
सेवाभिलेखों की जांच एवं जांच किये गये कर्मचारियों के नाम व पद (प्रत्येक संवर्ग की 05-05 व चालक -परिचालक की 05-05)
9. चयनित वेतनमान सम्बन्धी जांच :-
चयनित वेतनमान / ए.सी.पी.के विवरण की जांच व जांच किये गये कर्मचारियों के नाम व पद।
10. मार्ग विपत्रों की जांच :-
अंकेक्षण प्रोग्राम अवधि के पूर्व के तीन माहों के मार्ग विपत्र (5 मार्ग विपत्र प्रति माह) की विस्तृत जांच करेंगे।
11. देयकों के भुगतान की जांच :-
वेतन देयक -यात्रा देयक, मेडिकल देयक, परिपूर्ण देयकों की जांच से सम्बन्धित दो माह के बिलों की जांच।
12. निजी अनुबन्धित वाहनों के देयकों की जांच :-
अनुबन्धित वाहनों से सम्बन्धित दो माह के देयकों की जांच।
13. स्थानीय खरीद सम्बन्धी देयकों की जांच :-

भाग-ब (भुगतान पक्ष)

1. रोकड का भौतिक - सत्यापन :-
भुगतान व अग्रदाय रोकड का भौतिक- सत्यापन
2. रोकड बही की जांच :-
भुगतान व अग्रदाय रोकड बही की चयनित दो माह की शत-प्रतिशत समस्त प्रविष्टियों व वाउचरस की जांच में पाई गई अनियमितता का विवरण व योग की शत-प्रतिशत जांच।
3. आकस्मिक अवकाश की जांच:-
निर्धारित सीमा से अधिक आकस्मिक अवकाश से सम्बन्धित अनियमितताओं का विवरण।
4. उपस्थिति पंजिका की जांच :-
उपस्थिति पंजिका, जी.ए.-74 व अनुपस्थित विवरण-पत्र की पूर्ण जांच, देयक के मिलान में पाई गई अनियमितताएँ।
5. अधिभ्रम, साप्ताहिक विश्राम व राजपत्रित अवकाश की जांच :-
बकाया सा० विश्राम, राजपत्रित अवकाश व अधिभ्रम भत्ते की जांच से सम्बन्धित पाई गई अनियमितता तथा बकाया अधिभ्रम के स्थान पर डीडीआर दिये जा रहे हैं या नहीं ?
6. अनियमित भुगतान :-
अनुपस्थित कर्मचारियों को किये गये अनियमित भुगतान का विवरण।
7. मानव श्रम की उपयोगिता :-
ड्यूटी चार्ट की जांच जिसमें कार्यरत सभी परिचालकों एवं चालकों का उल्लेख है या नहीं तथा पद के अनुरूप कार्य लिया जा रहा है या नहीं व ऐसे परिचालक जिनके द्वारा 8 घंटे से कम एक ही मार्ग पर लगातार ड्यूटी दी जा रही है का मानव श्रम हानि विवरण व ऐसे परिचालक जो लम्बी दूरी मार्ग पर तथा 4 घंटे या अधिक अधिभ्रम दिया जाता है का विवरण अंकित करावें।
8. सेवाभिलेखों की जांच :-
सेवाभिलेखों की जांच एवं जांच किये गये कर्मचारियों के नाम व पद (प्रत्येक संवर्ग की 05-05 व चालक -परिचालक की 05-05)
9. चयनित वेतनमान सम्बन्धी जांच :-
चयनित वेतनमान / ए.सी.पी.के विवरण की जांच व जांच किये गये कर्मचारियों के नाम व पद।
10. मार्ग विपत्रों की जांच :-
अंकेक्षण प्रोग्राम अवधि के पूर्व के तीन माहों के मार्ग विपत्र (5 मार्ग विपत्र प्रति माह) की विस्तृत जांच करेंगे।
11. देयकों के भुगतान की जांच :-
वेतन देयक -यात्रा देयक, मेडिकल देयक, परिपूर्ण देयकों की जांच से सम्बन्धित दो माह के बिलों की जांच।
12. निजी अनुबन्धित वाहनों के देयकों की जांच :-
अनुबन्धित वाहनों से सम्बन्धित दो माह के देयकों की जांच।
13. स्थानीय खरीद सम्बन्धी देयकों की जांच :-

- अंकेक्षण अवधि से संबंधित दो माह की स्थानीय खरीद / गरममत, वित्तीय शक्तियों के अनुरूप किये जाने की जांच ।
14. जी.पी.एफ./सी.पी.एफ. खातों की जांच एवं सेवानिवृत्त कर्मचारियों के अन्तिम भुगतान की जांच:- जी.पी.एफ./सी.पी.एफ. खातों की 10 प्रतिशत जांच के साथ-साथ ऋण, अन्तिम भुगतान व स्थानान्तरित कर्मचारियों के उक्त खातों के शेषों की पूर्ण जांच ।
 15. फेमेली पास व जारी परिचय -पत्र की जांच 05 प्रतिशत ।
 16. स्टाफकार देयकों की जांच :-
स्टाफकार द्वारा तय किये गये किलोमीटर, पेट्रोल, स्पेयर पार्ट्स के कथ आदि की जांच सम्बन्धित लाग बुक से की जावें ।
 17. ए.बी.सी.स्टेटमेंट में पारित जांच निर्णय में दिये गये दंड की वसूली :-
कर्मचारियों की विभागीय जांच के जारी निर्णयों में दिये गये दण्ड का जी.ए. 74 में इन्द्राज व वसूली सम्बन्धी जांच ।
 18. सभी प्रकार के कर (S.R.T., Road Tax, sales Tax, Service Tax) की जांच ।
 19. लांगशीट जारी / जमा पंजिका की जांच एक माह की ।
 20. वाहनों के आफ-रोड, दुर्घटना से पुलिस संरक्षा के पश्चात वाहन को छुडाने की जांच ।
 21. अन्य अनिमिततायें जो चैक लिस्ट अथवा अंकेक्षण के दौरान दृष्टिगत हुई ।

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उप महा प्रबन्धक (अंकेक्षण)

अनुबन्ध पत्र

आज दिनांक को प्रथम पक्ष वित्तीय सलाहकार, राजस्थान राज्य पथ परिवहन निगम जयपुर जो इस अनुबन्ध को निगम की ओर से निष्पादित करने हेतु अधिकृत प्रतिनिधि है, एवं द्वितीय पक्ष जो कि इस अनुबन्ध को मैसर्स की ओर से निष्पादित करने हेतु अधिकृत प्रतिनिधि है, राजस्थान राज्य पथ परिवहन निगम में आन्तरिक अकॅक्षण हेतु निम्नलिखित शर्तों के आधार पर अनुबन्ध करते हैं :-

1. इस कार्यालय के आदेश क्रमांक 1013 दिनांक 22.08.12 के द्वारा दिशानिर्देशों (Scop of work) के अनुसार संबंधित आगार/कार्यालय का अकॅक्षण कार्य निर्धारित अवधि में आवंटित आगार/कार्यालय में ही सम्पन्न कर अकॅक्षण प्रतिवेदन उप महाप्रबंधक(अकॅक्षण) को प्रस्तुत करना होगा।
2. यह अनुबन्ध, उस दिनांक से तीन वर्ष के लिये मान्य होगा जिस दिन बोलीदाता को स्वीकृति पत्र या आशय पत्र (letter of acceptance or letter of intent) भेजा जाता है। -इस अवधि को प्रथम पक्ष द्वारा बिना कारण बताये घटाया जा सकता है तथा आपसी सहमति से RTTP विनियम के अन्तर्गत ओर बढ़ाया जा सकता है।
3. अकॅक्षण कार्य केन्द्र सरकार/राज्य सरकार/सीएजी/रा.रा.प.प.निगम द्वारा समय-समय पर जारी आदेशों/दिशा निर्देशों/परिपत्रों के क्रम में की जानी होगी।
4. किसी भी आगार/कार्यालय का अकॅक्षण कार्य आवंटित होने के पश्चात् निर्धारित अवधि में पूर्ण किया जाना होगा।
5. अकॅक्षण दल में अधिकतम तीन योग्यताधारी व्यक्ति (Qualified Person) अकॅक्षण कर्ता के रूप में होंगे।
6. अकॅक्षण के दौरान एजी/आंतरिक अकॅक्षण के नॉर्मस को भी ध्यान में रखना होगा।
7. अकॅक्षण के दौरान EPF and MP Act-1952, ESI Act-1948 (In ESI implemented area) worksmen's Compensation Act-1923(In Non-ESI implemented area), Contract Labour Act-1970, Payment of Wages Act-1936, Minimum wages Act-1948, and Service Rules standing rules 1965, Factory Act , RTTP rules, Rajasthan Service Rules etc. का ध्यान रखना होगा।
8. अकॅक्षण के दौरान लिये गये रिकॉर्ड की सुरक्षा ध्यान में रखनी होगी एवं अकॅक्षण के पश्चात् रिकॉर्ड को सुव्यवस्थित रूप से संबंधित को संभलवाना होगा।
9. अकॅक्षण कार्य संबंधित आगार/कार्यालय पर ही स्वयं के खर्च पर सम्पादित करना होगा।



10 अंकेक्षण फीस में सभी खर्च यात्रा भत्ताव्यय, किराया इत्यादि एवं समस्त लगने वाले कर सम्मान्य होंगे।

अंकेक्षण फीस निम्नानुसार होगी:-

| Description of the work | Amount (Rs .) |
|--|-----------------|
| Internal Audit for One financial year | |
| Internal Audit For additional financial year | |

- 11 आवंटित आगार / कार्यालय का अंकेक्षण कार्य पूर्ण होने एवं संबंधित आगार के मुख्य प्रबन्धक एवं प्रबंधक (वित्त) की सहमति/हस्ताक्षर लिए जाने के सात कार्यदिवस में अंकेक्षण प्रतिवेदन प्रस्तुत किया जाना होगा।
- 12 अंकेक्षण के पश्चात् अंकेक्षणकर्ता फर्म को प्रमाण पत्र देना होगा कि **scope of work** के अनुसार इन सभी नियमों को ध्यान में रखते हुए सम्बन्धित वर्ष का अंकेक्षण कार्य सम्पन्न किया गया। अंकेक्षण के पश्चात् ए.जी अंकेक्षण / निगम की किसी विशेष अंकेक्षण/जाँच के दौरान उक्त वर्ष में अनियमितता पाई जाती है तो उसके लिए अंकेक्षणकर्ता फर्म उत्तरदायी होगी एवं उसको भविष्य के लिए Debar किया जा सकेगा।
- 13 अंकेक्षण फीस के देयक संबंधित आगार/कार्यालय में अंकेक्षण कार्य पूर्ण होने के पश्चात् दो प्रतियों में प्रस्तुत किए जाने होंगे एवं अंकेक्षण फीस के लिए किसी भी प्रकार का अग्रिम देय नहीं होगा।
- 14 अंकेक्षण कार्य निर्धारित अवधि में पूर्ण नहीं किये जाने की स्थिति में निम्नासनुसार शास्ति/कार्यवाही सम्पादित की जावेगी।

Penalty: -

If Audit report is not received in the office of the Dy. GM(Fin/IA), RSRTC within Maximum Time allowed to Perform an Audit or extended time period than bidder is liable to charged penalty as under:-

- a. Liquidated Damages @ 5% of audit fees would be levied on delay per week from the time specified or extended time period to receipt of Audit Report (for 2 weeks maximum).
 - b. The delay beyond 2 weeks would be considered an inordinate delay and in that case the management of the corporation would be at liberty to assign the work to another firm or Consider the Audit report at its discretion.
 - c. In inordinate delay, the firms would also be liable to be debarred for assignment of RSRTC audit work .
15. किसी भी समय अनुबंध को निरस्त किये जाने का सर्वाधिकार निगम के पास सुरक्षित रहेगा साथ ही निम्न परिस्थितियों में भी आदेश को निरस्त किया जा सकेगा।

Cancellation of Order:-

The RSRTC may upon written notice of default, terminate contract in the circumstances detail hereunder:

- (a) if in the opinion of the Nigam, the participant / auditor fails to perform the work within the time specified or during the period for which the Nigam has granted extension.
- (b) If In the opinion of the Nigam, the participant / auditor fails to comply with any of the provisions of this contract. In such case, a written notice shall be served

by the Nigam to the Bidder to stop further activities and take urgent steps towards corrective measures, failing which the order will be cancelled.

- (c) In the event of such termination, the Nigam shall exercise its discretionary powers to award the work to other professional firm after giving due notice to the Bidder on account at the risk and cost of Bidder.
- (d) The performance of the firm shall be reviewed periodically and for any unsatisfactory performance, the Nigam reserves the right to terminate the services, giving a notice of 15 days to the Bidder.
- (e) The Nigam reserves all rights, not to give any reason in writing or otherwise, towards cancellation of the contract at any time.
- (f) The decision of the Nigam shall be final regarding the acceptability of the report submitted by the auditors and the Nigam shall not be required to give any reason(s) in writing or otherwise at any time towards rejection of the same.

16. उपरोक्त के अतिरिक्त बोली प्रपत्र में वर्णित सभी शर्तें मान्य होंगी।

17. **Dispute Resolution & Arbitration :-**

i. **Dispute Resolution** : Any Dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the Standing committee constituted vide Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 dated 03.10.2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.

ii. **Arbitration** : if the second party (lessee/contractor etc.) does not wish to take recourse to the dispute resolution mechanism outlined vide Rajasthan State Road Transport Corporation's office order No. HO/Law/Gen/17/781 dated 03.10.2017 referred to above, or if the second party is not satisfied with the decision of the Standing Committee constituted thereunder, then such dispute or difference relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole Arbitrator to be appointed by the First Party (Rajasthan State Road Transport Corporation) following the qualifications and disqualifications laid down under section 12 of the Arbitration & Conciliation Act, 1996 as amended.

18. न्यायिक क्षेत्र केवल जयपुर होगा।

उपरोक्त अनुबन्ध उभय पक्षों की उपस्थिति में हस्ताक्षर सहित आज दिनांक को जयपुर में किया गया।

द्वितीय पक्ष

प्रथम पक्ष

1- गवाह

1- गवाह

2- गवाह

2- गवाह

