

TENDER DOCUMENT

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

Online Bids, *under two bid system (Technical bid and Financial bid)*, are invited by the Bureau of Indian Standards (BIS), from Chartered Accountant firms having its Registered Head office in Parwanoo, Kalka, Panchkula and Chandigarh providing "Accounting and Taxation Services" as specified in the **Schedule-3**.

2. Issue of Tender Document:

2.1 The blank Tender document may be downloaded from BIS web site <http://bis.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.

2.2 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of Bid/Contract: The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Clarification on Tender Document

4.1 *The firm interested for participation in tender may visit the office between 9.00 AM to 5.00 PM on all working days except Saturdays, Sundays and holidays to have any clarification on matters and quantum of work.*

4.2 *No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected. In case of any doubt, the Bidder should seek clarification in writing seven (7) days before the last date for submission of Bids.*

4.3 *Any change that will be made in the Tender Document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.*

5. Validity of Bids:

The Bids will be valid for a period Indicated in **Schedule-4** from the date of its opening.

6. Earnest Money/ Bid Security:

6.1 There is no Earnest Money/Bid security for participating in the bid.

7. Eligible Bidders

Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-4**, are eligible to submit their Bids for providing “and Taxation Services”.

8. Rates how to be quoted

8.1 The bidder is expected to work out his rates keeping in view the services to be provided as per **Schedule 3** arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates quoted in the attached schedules, which shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

8.2 The Financial Bid shall be exclusive of all taxes. Out of pocket expenses/conveyance charges etc. are not reimbursable. The financial bid also includes all the cost including deputing one permanent person suitably from Commerce background on the basis of quantum of work.

9. Manner of Submission of Bid

9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same in online mode.

9.2 E-mail or fax offers will be rejected.

10. Last Date for Submission

10.1 Online Bids shall be received at the address specified above not later

than the time and date specified in **Schedule 4** of the Tender Document. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

- 10.2** In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. Modification and Withdrawal of Offer

The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

12. Contents of Bid Document

- 12.1** Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in online envelope, super-scribing the "Tender for "Accounting and Taxation Services".

12.2 (Technical Bid):

- 12.2.1** The following documents are to be submitted for Technical Bid Evaluation:

Sl. No.	Particulars	Documents to be attached
1.	Name of the Bidder(Firm), Office Address, Telephone No., Fax No., Mobile No., E-mail, PAN No., GST No. etc.	Information to be furnished in Annex-2.
2.	Certificate of Practice from Institute of Chartered Accountant of India/Institute of Cost Accountant of India under provisions of Chartered Accountant Act 1949/Cost and Works Accountant Act 1959 respectively to provide the professional services	Enclose copy of Certificate of Practice.
3.	Certificate of registration with ICAI	Enclose copy of registration
4.	The firm should have at-least 5 years experience in providing accounting service and tax consultancy to the Government Departments / Public Sector Undertakings (Central or State) / Private Limited Company /Limited Company. Copy of relevant documents need to be attached.	Information to be furnished in Annex-3.
5.	Income Tax Return of the firm for the past three years should be enclosed	Refer Annex-2. Enclose copy of Return
6.	GST Return of the firm for the past year should be enclosed	Refer Annex-2. Enclose copy of Return
7.	A declaration regarding black-listing and/ or litigations	The information is to be given in the format enclosed.(Annexure-4)
8.	Tender acceptance letter	The information is to be given in the format enclosed.(Annexure-6)

12.2.2 *In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners.*

12.2.3 All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be submitted along with the Bid as a token of its acceptance;

12.3 (Financial Bid):

The prices are to be quoted by bidders in the BOQ template in the form of an .xls document. This BOQ template is provided as BOQACCOUNTS.xls along with this tender document. Bidders are advised to download this BOQACCOUNTS.xls as it is and quote their offer/rates in the relevant columns and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner** In case if the same is found to be tempered/modified, the tender will be completely rejected. Also, the bidder may be banned from doing business with BIS

12.4 Covering Envelope: *Both the envelopes 1 and 2 shall be put together in a common online envelope super-scribing the "Tender for Accounting and Taxation Services" and the name and address of the Bidder at the bottom left.*

13. Other Important Points to be noted by the Bidder

- (a) The Financial Bid should be written both in words and figures at appropriate places.
- (b) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Schedule-4**, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

14. Corrupt or Fraudulent Practices

14.1 *The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during providing of Accounting and Taxation Services and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:*

- (a) *"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the contract execution; and*
- (b) *"fraudulent practice" means a misrepresentation of facts in order to*

influence an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

- 14.2.** *The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.*

15. Opening of Bid

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

16. Shortlisting of Bidders

The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

17. Opening of Financial Bids

*The Bureau shall open Envelope No.2(Financial Bid), on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out. The work will be awarded to the L-1 bidder.*

18. Acceptance of Bid

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

19. Renewal of Contract

Initially, the Contract shall be valid for a period of one year which can be extended for further period of two years on yearly basis, subject to satisfactory performance of the contract services and mutual consent between Bureau and Contractor; at the same fees, terms & condition of

the contract.

20. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

21. Performance Security

To ensure due performance of the **Contract**, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished by NEFT/RTGS or in the form of an Account payee Demand Draft/Pay Order in favour of 'Bureau of Indian Standards' payable at 'Parwanoo' or a Bank Guarantee as per format indicated in **Annexure1**.

22. Execution of Contract Document

22.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs.100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

22.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

23. Rights of the Bureau

23.1 The Bureau reserves the right to suitably enhance/reduce the scope of work put to this Bid.

23.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

24. Notice to form Part of Contract

Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2: CONDITIONS OF CONTRACT

1 DEFINITIONS:

- i) **‘Contractor’** shall mean the individual or firm whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or successors of such firm as the case may be and permitted assigns of such individual or firm.
- ii) **‘Services’** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and shall include other services that are prescribed in the Tender document.
- iii) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- iv) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- v) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) **‘Government’** shall mean the Central Government.
- vii) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- x) **‘Specification’** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xi) **‘Tender’** means formal invitation by the Bureau to the

prospective bidders to offer fixed price for supply of Services.

- xii) **'Bid'** means the Contractor's priced offer to the Bureau for providing Accounting and Taxation Services and remedying of any defects in the Services in accordance with the provision of the Contract and services as accepted by the Letter of Acceptance.
- xiii) **'Letter of Acceptance'** means the formal acceptance by the Bureau.
- xiv) **'Commencement Date'** means the date upon which the Contractor receives the notice to commence the Accounting and Taxation Services.
- xv) **'Annexure'** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.

2. Parties to the Contract:

The parties to the contract shall be the firm, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Validity of the Contract

The Contract shall be valid for a period of one year from the date of signing this Contract, which may be extended on yearly basis maximum up to 2 years on the basis of satisfactory performance of the contractor and on the mutual consent of both the parties.

4. CA firm's Obligation

The CA firm shall provide the services as defined in scope of work at Bureau's premises as per Schedule-3, which may be amended from time to time by the Bureau due to any amendment in government statutory laws during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Bureau from time to time.

The Bureau shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Bureau, emergencies, exempted.

The contractor shall cover its personnel for personal accident and death whilst performing the duty and the Bureau shall own no liability and obligation in this regard.

The Contractor shall exercise adequate supervision to ensure performance of services in accordance with Schedule 3.

The Contractor shall issue identity cards/identification documents to all its personnel who will be instructed by the Contractor to display the same.

The personnel of the Contractor shall not be the personnel of the Bureau and they shall not claim and salary or allowances, compensation, damages or anything arising out their deployment/duty under this contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

Other Matters

- a) Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- b) All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Bureau.
- c) The Contractor shall not deploy any person below the age of 18 years and beyond 45 years old.

3. Performance Security

To ensure due performance of the contract, an interest-free Performance Security, for an amount as given in **Schedule-4** may be deposited by the firm in the form of an NEFT/RTGS/Demand Draft/Pay Order in favour of 'Bureau of Indian Standards' payable at Parwanoo or Bank Guarantee as per format indicated in **Annexure-1**.

Any amount due/recoverable from the firm under the terms of this Contract or any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the firm, then any penalty for damages liquidated or unliquidated or for

any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the firm is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the firm, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the firm by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. Contract Documents:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the firm necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement
- ii) The Conditions of Contract
- iii) Tender Notice and Tender Document
- iv) Letter of Acceptance.
- v) Any other correspondence exchanged between the parties in connection with the contract.
- vi) The Contractor's Offer

5. Liquidated Damages

If the firm does not perform the Services as specified in the Contract the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to Rs 1000 (one thousand only) for each default in service subject to maximum penalty of 10% percent of contract value.

In case of any default in service which raises the demand and penalty by

tax authorities. Then the same amount will also be added along with penalty for default in service.

Bureau may consider termination of the Contract in case of continuous default.

6. Risk

In case the firm fails to provide the services as stipulated in the scope of work, the Bureau reserves the right to procure the same from alternate sources at the risk, cost and responsibility of the firm.

7. Payments Terms & Renewal of Contract

The payment towards the Services will be made by the Bureau directly to the firm on monthly basis subject to satisfactory completion of work. The rates quoted shall be exclusive of all applicable taxes. The applicable taxes will be extra. There shall be no reimbursement of out of pocket expenses/conveyance charges etc.

The payment of bills arising out of the contract will be credited directly in Bank Account of the firm. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., GST Act, Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

Initially, the Contract shall be valid for a period of one year which can be extended for further period of 2 years on yearly basis, subject to satisfactory performance of the contract services and mutual consent between Bureau and Contractor; at the same fees, terms & condition of the contract.

8. Indemnity:

The firm shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

9. Corrupt or Fraudulent Practices

The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in contract execution; and*
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.*

The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

10. Suspension of Contract

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the firm for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the firm as to which the decision of the Bureau shall be final and the firm shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the firm, which results from the firm being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the firm has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence the Services in accordance with this Contract, or failed to or provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;

- (d) Serious discrepancy in the quality of the services is noticed during the inspection.
- (e) The firm, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (f) The firm enters into voluntary or involuntary bankruptcy, or liquidation;
- (g) The firm becomes insolvent;
- (h) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (i) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (j) The firm (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

11. Termination by the Bureau

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the firm may suffer by reason of such termination, by giving the firm 15days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

12. Firm's right to terminate

If the firm decides to terminate the Contract before the end of contract period, the firm has to give an advance intimation of at least 60 days.

If the firm terminates the agreement without prior notice of 60 days, then the entire permanent security deposit will be forfeited.

13. Force Majeure Clause:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when

prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the BIS only. In such a situation, the BIS is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

14. Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while providing services under this Contract to any person, without the prior written consent of the Bureau.

15. Publicity

Any publicity by the firm in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

16. Disputes & Arbitration

The Bureau and the firm shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

17. Mode of serving Notice

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by

registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

18. Governing language

Governing language for the entire contract and communication thereof shall be English only.

19. Law:

The contract shall be governed and interpreted under Indian Laws.

20. Legal Jurisdiction

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Distt. Solan only.

21. Stamp duty:

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE-3 :
SCOPE OF ACCOUNTING AND TAXATION SERVICES

The Accounting and Taxation Services in general will include: Performing the routine accounting work of this Branch of BIS in Tally Accounting Software/ any other software as per the general principle of accounting and the guidelines/instructions of Headquarter, taking time bound appropriate action(s) as per the statutory requirements from time to time. In particular, the accounting and taxation services will include:

1. All transactions shall be kept-in in tally software/any other software and report shall be generated on periodical intervals, month-wise, year-wise etc. and proper back-up of the records shall be maintained.
2. Ledger book(s) of accounts shall be maintained and updated as per the requirements.
3. Preparation of Bank Reconciliation Statement and to ensure that Bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries.
4. Preparation of Receipts, Bank Payment Vouchers, Journal Vouchers on daily basis etc.
5. Maintenance of Asset Registers in prescribed format, all additions in Assets should be properly recorded; depreciation to be provided at the prescribed rates and entries for dispose off of condemned assets should also be recorded in the assets register.
6. Trial Balance should be generated on or before 5th of every month along with Schedules of all Current Assets and Current Liabilities duly reconciled.
7. Finalization of Trial Balance for the year ending 31st March along with all Schedules as given in the circular on Annual Closing of Accounts issued by Accounts Department-HQ.
8. Preparation of Receipt & Payment Account for the year ending 31st March in the format given in the Circular on Annual Closing of Accounts issued by HQ.

9. Preparation of TDS under income tax and TDS under GST statement and assist the branch for timely payment of TDS(IT & GST) & prepare payable amount of TDS(IT & GST) Challan atleast before 5 days of due date. The TDS certificate to the concerned parties shall also be generated by stipulated dates and TDS returns shall also be filed within the stipulated date.
10. Preparation of GST statement and assist the branch for timely payment of GST & prepare payable amount of GST Challan atleast before 5 days of due date. after taking into account the available input Credit and prepare reconciliation of GST with gst portal and submit the reconciliation report on monthly basis. All the GST monthly returns i.e. GSTR -1 & GST 3B and annual returns i.e. GSTR 9 & GSTR 9C shall also be filed by CA Firm within the stipulated date and time as per Government notification from time to time. CA Firm shall carry out GST Audit (GSTR 9C) from other CA Firm as per the notification of Government of India. All the audit related to GST, Income Tax and any other government law has to be completed within the stipulated time period of Govt of India. CA shall Representation on Tax Issues of BIS (if any).
11. Preparation of statement, payment, filing of return etc. of any other taxes levied by Govt. from time to time
12. Assisting in furnishing the reply to all queries of internal Audit, AG audit, GST audit etc.
13. Providing opinion on the matters relating to GST, Income-tax and labour laws etc. as per Government notification from time to time.
14. Any other work assigned relating to accounts/statutory requirements etc.
- 12. One dedicated candidate with minimum qualification of CA (Inter)/ commerce background , who have experience of three years and having thorough knowledge of accounting in Tally, MS Office and other Softwares, and all taxes (including TDS and GST) shall be deployed on all working days to take care of all the routine work. Copy of the Qualification and experience certificates of the deployed person shall be provided by the contractor. A senior professional member of the firm shall also visit the BIS, Himachal Pradesh Branch Office ,Parwanoo every week to ensure that the work is being done as per norms/statutory requirements and also verify all the vouchers. The deployed person shall not be removed or changed without written consent of the Bureau**
- 13. The Accounting works and taxation, which are originated before the award of contract and also at the time of award of contract in respect of all work as mentioned above shall be taken up by the agency.**

14. Verify whether transactions are recorded as per principles of Generally Accepted Accounting Principles and are booked to proper accounting heads.
15. Verify whether transactions are in accordance with significant accounting policies of the Council & BIS guidelines delegation of financial powers, GFR-2017 and Govt. rules as applicable from time to time.
16. Verification of Utilization of external/Project funds is in accordance with financing agreements & rules.
17. Goods and services have been procured in compliance with the GFR-2017 with prior approval of the competent authority.
18. Transactions are duly supported by proper supporting documents.
19. Checking of the maintenance of books of accounts and records.
20. Checking of the bank reconciliation statements.
21. Checking of component wise, category-wise and account head wise expenditures and maintain with budget.
22. Checking of various taxes/statutory compliance.
23. Review of the Cash Book & Bank Book regularly;
24. Reconciliation of accounts w.r.t. Cash Book and Bank Statement regularly at the end of every month;
25. Review on management of GFR-2017 & its amendments for Purchase of goods & Services and finance management
26. Verifications of Stock Register/Asset Register for consumable and Non-consumable items;
27. Annual Physical Verification of stocks;
28. Report on maintenance of files & records properly;

29. Payment of Advances and their timely adjustment;
30. Verification of Ledger;
31. Verification of contingent Advance Register & Expenditure Control Register
32. Procedure of writing off the losses and method of making entries in Cash Book/Bank Book and Ledger
33. Verification of records of contractual and daily wages staff
34. Verification of files/records of electricity & water charges, telephone bills, maintenance charges of equipments & furniture including maintenance of Generator, Xerox machines, Computer hardware etc
35. Preparation of invoice/e-invoices as per the applicable law

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**

SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

1. MINIMUM ELIGIBILITY CRITERIA

- (i) The firm should have certificate of practice from the Institute of Chartered Accountant of India under provisions of Chartered Accountant Act 1949/Institute of Cost Accountants of India under provisions of Cost & Works Accountant Act, 1959, to provide the professional services and shall enclose the copy of certificate of practice with respective institution. The firm shall have its registered Head office Parwano/Kalka/Pinjore/Panchkula or Chandigarh.
- (ii) The Chartered Accountant Firm must have minimum 3 FCA Partners.
- (iii) The firm should have at-least 5 years experience in providing accounting service and tax consultancy to the Government Departments / Public Sector Undertakings (Central or State) / Private Limited Company /Limited Company. Copy of relevant documents need to be attached.
- (iv) The Copy of PAN Card, GSTN and a copy of Income tax Return of last three years and GST Tax Return of last financial year shall be enclosed.
- (v) The average gross turnover during the last three years (Financial 2019-20 , 2020-21 and 2021-22) from Accounts services, Auditing and Tax consultancy services shall be equal to or more than Rs.50 Lakh. (Attach copies of Annual accounts for the previous relevant years)
- (vi) A declaration regarding blacklisting and/or litigation(**Annexure 4**)

2. Availability of Tender Documents:

**Place: Bureau of Indian Standards, Himachal Pradesh Branch Office,
15, Sector-3, Parwanoo-173220.**

.

3. Earnest Money Deposit: NIL

4. Performance Security Deposit: 10% of the value of the Contract

5. Validity of Bids: 180 days after opening of financial bid

6. Last date of Bid Submission: on_____.

7. Opening of Bids: on_____

Authorized Officer on behalf of the Bureau for this tender/contract: Head (PRBO),
Bureau of Indian Standards , **PRBO, # 15, Sector-3, Parwanoo-173220.**

SCHEDULE 5-FINANCIAL BID DOCUMENT

The firm willing to provide Accounting and Taxation Services shall give their bid value per annum (excluding applicable taxes) as follows:

	Annual Bid Value for providing Accounting and Taxation Services (excluding applicable taxes) Amount in figures: Rs. Amount in words : Rupees

We have studied all the terms & condition of the Tender Document, Minimum Eligibility Criteria, Scope of Work, and General Condition of the Contract and agree for all the terms & condition of the contract.

Date:

Place:

**(Name and Signature of
Authorised person with stamp of the firm)**

SCHEDULE - 6: CONTRACT FORM-AGREEMENT

THIS AGREEMENT made on this ___ day of _____ between M/s____(Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, , **PRBO # 15, Sector-3, Parwanoo-173220** (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a Service Provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to receive Accounting and Taxation Services _____ on contract basis, therefore, invited bids through Limited/Open Tender enquiry dated _____.

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in Schedule 2 (Conditions of Contract) of Tender Document”:

(Signature of Contractor/(Signature of Authorized Officer of the Bureau)
Authorized Representative)

Name _____

Name _____

Designation _____ Designation _____

Address _____ Address _____

Seal of the Firm

Seal of the Bureau

Witness:

Witness:

(Signature)

(Signature)

Name of Witness _____

Name of _____

Witness _____

Address _____

Address _____

**SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED
BY THE BIDDERS.**

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF SERVICES PROVIDED BY THE BIDDERS
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS
5.	Annexure-5	Instructions for Online Bid Submission
6.	Annexure-6	Tender Acceptance Letter

Annexure –1

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____

(hereinafter called "the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for

_____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only)

we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____ Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby(indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee

(indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
7. We,lastly undertake not to revoke this (indicate the name of bank)guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the day of.....(year)

For.....

(indicate the name of bank)

Annexure-2

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm:
2. Class of Registration with validity date:
3. Registered with the ICAI under the provisions of
Chartered Accountant Act. : (enclose copy)
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. PAN Number of the Firm(enclose copy) :
9. GST Registration No.(enclose copy):
10. Audited balance sheet and profit & loss statement for previous three years
(enclose copy)
11. Bank Details of the firm:

12. Enclose the copies of the Income-tax Returns of last 3 years & GST Returns for last financial year.

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm

Seal of the Firm

Dated:

Place:

Annexure –3

DETAILS OF THE SERVICES PROVIDED BY THE BIDDER

Name of the Bidder:

Year	Name & Type of Services provided	Name & Address of the organization	Value of the Services provided	Remarks

Annexure-4

DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS

I/we hereby declare that our firm is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm or its owner/partners anywhere in India.

Date the day of..... (year)

Signature of Bidder_____

Name & Address of Bidder:

Seal of the Firm

Annexure-5 of Schedule-7

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. Registration

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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 (e.g. Sify/nCode/eMudra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

2. Searching For Tender Documents

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

3. Preparation of Bids

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been

provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents and keep it as a repository. Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. Submission of Bids

- 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/given in person to the concerned official, by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 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 document, 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, enable Macro and complete the aqua colored (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.

- 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.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. **Assistance To Bidders**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- For any other queries please visit BIS website www.bis.org.in or contact ShriShyam Sunder, Head (Central Laboratory), Bureau of Indian Standards, Plot No.20/9, Site-IV, Sahibabad industrial area, Sahibabad-201010

Annexure-6 of Schedule-7

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:
To,
The Head
Bureau of Indian Standards
15 ,Sector -3,
Parwanoo-173220.

Sub: Acceptance of Terms & Conditions of Tender for providing "Accounting and Taxation Services".

Dear Sir,

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely:-

----- as per your advertisement, given in the above mentioned website

2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. (including all documents like annexure), schedule(s), etc.), which form part of the Contract Agreement and I/We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in totality/entirely.

5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/ right against department in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)