



भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS

भुवनेश्वर शाखा कार्यालय
Bhubaneswar Branch Office

6ठा मँजिल ,ग्रुहनिर्माणभवन
सचिवालयमार्ग , **भुवनेश्वर-751001**
6th Floor, Gruha Nirman Bhawan,
Sachivalaya Marg,
Bhubaneswar-751001
दुरभाष / Phone - 0674-2394193/
2391727
ईमेल / Email bhbo@bis.gov.in

BHBO/Acct-1.16

दिनांक:24.06 .2021

हिसाब किताब सेवाए हेतु निविदा नोटिस

भारतीय मानक ब्यूरो, भुवनेश्वर शाखा कार्यालय, छठ वीं मंजिल, गुरू निरमान भवन, सचिवालयमर्ग, भुवनेश्वर -751001, उपरोक्त पते पर हिसाब किताब सेवाएं प्रदान करने के लिए प्रतिष्ठित और अनुभवी एजेंसियों से दो-बोली प्रणाली के लिए ऑनलाइन निविदाएं आमंत्रित करता है।

इच्छुक एजेंसियों (केवल ओडिशा स्थित सीए फर्म और कॉस्ट अकाउंटेंट फर्म ही आवेदन करने के लिए पात्र हैं) को अलग से तकनीकी और वित्तीय बोली जमा करने की आवश्यकता है। एक्सेल प्रारूप में संलग्न बीओक्यू के अनुसार "फाइनेंशियल बिड" तथा अनुबंध II के अनुसार "तकनीकी बोली" वाली ऑनलाइन बोलियां, **19.07.2021** को **17.00 बजे** तक जमा की जानी चाहिए। निर्धारित तिथि और समय के बाद प्राप्त कोटेशन को सरसरी तौर पर खारिज कर दिया जाएगा। तकनीकी बोलियां और वित्तीय बोलियां **20.07.2021** को **16.00** बजे खोली जाएंगी। निविदाकार या उनके विधिवत अधिकृत प्रतिनिधि उपस्थित रहना पसंद कर सकते हैं।

निविदा दस्तावेज www.bis.gov.in या www.eprocure.gov.in से डाउनलोड किया जा सकता है।

वित्तीय बोली जीएसटी, या किसी अन्य लागू करों से अनन्य होगी। सरकार द्वारा समय-समय पर लगाए जाने वाले करों को ठेकेदार द्वारा बोली में उद्धृत दरों के अतिरिक्त लगाया जाएगा।

निविदा दस्तावेज में निहित पात्रता मानदंड, कार्य का क्षेत्र, नियमों और शर्तों और ड्राफ्ट समझौते वाले इस कार्यालय से उपरोक्त पते पर प्राप्त किए जा सकते हैं। हिसाब किताब सेवा के लिए ईएमडी **15,000.00 रुपये (केवल पंद्रह हजार रुपए)** का डिमांड ड्राफ्ट भारतीय मानक ब्यूरो के पक्ष में भुवनेश्वर के रूप में देय होगा।

निविदाकर्ताओं से अनुरोध किया जाता है कि वे अनुबंधों को ऑनलाइन जमा करने के निर्देश का उल्लेख करें जैसा कि अनुबंधों में दिया गया है और **11:00 बजे से अपराह्न 3:00 बजे** किसी भी कार्य दिवस पर लेखा विभाग, बीएचबीओ, भुवनेश्वर में शामिल होकर काम की मात्रा के बारे में खुद को संतुष्ट करें।

BUREAU OF INDIAN STANDARDS
(Bhubaneswar Branch Office)
6th Floor, Gruha Nirman Bhawan, OSHB
Sachivalaya Marg, Bhubaneswar-751001

BHBO/Acct-1.16

Date: 24.06.2021

TENDER NOTICE FOR ACCOUNTS SERVICES

BUREAU OF INDIAN STANDARDS, BHUBANESWAR BRANCH OFFICE, 6th Floor, Gruha Nirman Bhawan, Sachivalaya Marg, Bhubaneswar –751001 invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing Accounts Services at the above address.

The interested agencies (**CA firms & Cost Accountant Firms located in Odisha are eligible to apply**) are required to submit the technical and financial bid separately. The online bids **containing “Technical Bid” as per Annexure II and “Financial Bid” as per attached BOQ in excel format should be submitted online** latest by **19.07.2021 up to 17.00 hrs.** Quotations received after the scheduled date and time shall be summarily rejected. The technical bids as well as financial bids shall be opened on **20.07.2021 at 16.00hrs.** Tenderers or their duly authorized Representatives may like to be present.

The tender document can be downloaded from **www.bis.gov.in or www.eprocure.gov.in**

The financial Bid shall be exclusive of GST, or any other applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be obtained from this office, at the above address. The EMD for Tender for Accounts Services of Rs **15,000.00 (Rupees Fifteen thousand only)** should be paid by Demand Draft in favour of **BUREAU OF INDIAN STANDARDS** payable at Bhubaneswar.

The tenderers are requested to refer the instruction for online submission of bids as given in Annexures and may like to satisfy themselves about the quantum of work involved by visiting the Accounts Department, BHBO, Bhubaneswar between 11:00 a.m. to 3:00 p.m. on any working day.

BUREAU OF INDIAN STANDARDS
(Bhubaneswar Branch Office)
6th Floor, Gruha Nirman Bhawan, OSHB
Sachivalaya Marg, Bhubaneswar-751001

TENDER NOTICE

Bureau of Indian Standards invites online bids, under two bid system (*Technical bid and Financial bid*) for Hiring of Account Services for its office building located at Bureau of Indian Standards, Bhubaneswar Branch Office, 6 th Floor, Gruha Nirman Bhawan, Orissa State Housing Board, Sachivalaya Marg, Bhubaneswar-751001., from eligible bidders as per the details given below:

Sl No.	Category	Requirement
1	The CA firm has to depute suitable competent accounting personnel from Monday to Friday from 9:00 AM to 5:30 PM.	For carrying out the work as in Annex-1

1. **Proposed validity of the rate contract:** One Year.
2. **Availability of Tender Documents:**
Place: BIS website: www.bis.gov.in or www.eprocure.gov.in
Period: 24.06.2021 to 19.07.2021
3. **Eligibility** – a) The bidder should have should have minimum 3 years of experience.
b) Should have minimum 5 Lakhs of turnover in providing similar services.
c) Should have valid PAN, registration with relevant department namely EPF Organization, ESIC, Sales Tax Department.
d) Should not be blacklisted by any other Departments/Ministries etc.
4. **Method/manner for Submission of Bids:** Online on CPP portal.
5. **Last date of Submission of bids:** 19.07.2021 up to 1700 hrs.
6. **Earnest Money Deposit:** Rs. 15,000/-
7. **Performance Security Deposit:** 10% of the total annual value of the award of contract.
8. **Validity of Bids:** 90 days from opening of technical bid.
9. **Opening of Bids:** Online Technical Bids and Financial bids shall be opened at **1600 hrs** on **20.07.2021** online.
10. **Authorized Officer on behalf of the Bureau for this tender/contract:** Head, BIS Bhubaneswar.

Annexure I

SCOPE OF WORK:

The Chartered Accountant firm shall render services to Bureau of Indian Standards, 6th Floor, Gruha Nirman Bhawan, Sachivalaya Marg, Bhubaneswar-751001 as may be required from time to time. Detailed description of the services to be provided by the CA& Cost Accountant firm is as follows:

- a) Filing of TDS return and dealing with all the TDS related matters with IT Department
- b) Filing of GST return and dealing with all the GST related matters with Concerned Dept.
- c) Filing of Professional Tax return and dealing with all the Professional Tax related matters with the concerned Department of Government of Odisha.
- d) Preparation of GST Input on monthly basis.
- e) Checking the reconciliation for Bank Account.
- f) Providing assistance in preparation and payment related to GST, Professional Tax and TDS to the Accounts Department and to **ensure that no penalty is levied by the Tax Departments for any delay in filing of any statutory return or making payment thereof or due to any other reason. In case of default, the contracting firm shall be solely responsible for the same and necessary recovery shall be effected from their pending bills/Security Deposit.**
- g) Reminders to be generated by 3rd of every month for unadjusted dues of employees like TA Advance, Adjustable Advance, Accounts Recoverable, LTC Advance, Medical Advance, etc. To generate statements of all Advances.
- h) To prepare Account MCR (Monthly Control Report)
- i) Reconciliation of TDS payable with TDS paid by BIS, Bhubaneswar on monthly basis.
- j) Advance adjustment.
- k) Attending all queries/Audit objections etc. and providing information/data pertaining to, but not limited to, GST/Professional Tax/TDS and other accounting work etc. as and when raised/desired by GST Dept./CAG/Internal Auditor/Sales Tax Dept of Govt. of Odisha etc. including the data/information pertaining to earlier period not covered under contract. This work also includes attending personal hearing/visiting on behalf of BIS pertaining to any issue mentioned in Annexure I due to any reason, to the Tax Departments/Appellate Tribunals or any other agency.

- l) Preparation of Budget Register and Expenditure Control Register.
- m) Preparation and finalization of accounts at BO level except balance sheet.
- n) TDS related assessment both in the cases of receivable and payable, if any.
- o) Issue of TDS Certificate on behalf of BIS on quarterly basis to the parties.
- p) Checking of Trial Balance, All Ledgers, Realization Day Book, and Bank Book on monthly basis.
- q) Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account, etc.
- r) Making entries of both income and expenditure in the TALLY accounting software. Preparation of Payment Vouchers and related work.
- s) Preparation of Accounts upto Trial Balance stage every monthly and Receipts & Payments Accounts at year-end with all necessary reconciliations and control of accounts and schedules thereof necessary for finalization of Accounts and preparation of Income & Expenditure Accounts & Balance Sheet by the BIS, HQ, New Delhi; calculation and providing of depreciation in conformity with the accounting policies adopted by BIS. Reconciliation with Head Quarters Accounts and internal offices accounts. Reconciliation of fixed assets and current assets accounts.
- t) To provide necessary guidance on GST Rules and for availing of credit rules. Reconcile the GST deducted and collected from the parties and deposition of the same and filling requisite returns within prescribed time limit.
- u) Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
- v) The CA firm shall be responsible for the work allotted to him/her, from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ receipt & payment account/ balance sheet with all supporting schedules). The firm shall sign each and every page of the contract document. The firm shall also have to sign the final deliverables of the work assigned to it in the form of various returns and reports etc. and hand over to the Accounts Department.
- v) Any charges levied by the Tax Authorities such as return uploading fees etc. which cannot be termed as "Service to BIS" shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment. **It may be noted that except, as provided in this clause, no other charges shall be paid by BIS from those quoted in the financial bid duly accepted and approved by BIS, Bhubaneswar.**

w) Recovery of taxes, if any from time to time. To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Head, BHBO.

x) The CA firm shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:

1. Manual ledger for EMD, SD, Advances, TA/LTC advance, Bill Register etc.
2. Settlement of old issues/ advances etc.
3. Reconciliation on monthly basis with HQ A/c, Inter Office A/c.
4. Other works allotted as per requirement.
5. Finalization of Accounts at Regional level with preparation of all schedules as related with Trial Balance.
6. InterOfficeAccountsReconciliationwiththebranches/subbranches/NITS/Hqrs.
7. Generation of receipt on day to day transaction in Tally software.

a) Any other account related matter and anything considered necessary towards above.

b) The time-limits for the above work shall be as follows:

- 1) Bank reconciliation of all accounts before 3rd of every month.
- 2) To check GST calculation and deposition before due date of every month.
- 3) To check appropriateness of TDS deduction and deposition of TDS upto 6th of every month.
- 4) Preparation of Account MCR before 5th of every month.
- 5) To prepare Trial Balance, Bank reconciliation along with schedules before 7th of every month.
- 6) To file periodic returns of TDS and GST before due date
- 7) To file return of professional tax within due date.
- 8) Any other accounts related work for which time-limit is prescribed.

Annexure-II

Documents to be submitted with Technical bid

Documents listed in the following check list may be submitted along with the technical bid.

Sl.No.	Description of requirement	Yes/No	Page No
1)	The firm should be registered with the ICAI under provisions of relevant act to provide the professional services and its validity date and enclose copy of registration certificate with ICAI of the firm.		
2)	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA		
3)	Copy of Registration certificate/allotment letter of GST number.		
4)	Copy of Registration/ Certificate/allotment letter PAN from Income Tax Department		
5)	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)		
6)	DD of Rs.15000/- as EMD in favour of "Bureau of Indian Standards" payable at Bhubaneswar		
7)	List of Arbitration cases (if applicable)		
8)	Qualification and experience certificates of the person who shall be deputed at this office. Enclose Self attested copies		
9)	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document		
10)	Copy of last income tax return		
11)	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to		

	previous service contracts		
12)	Office address in Bhubaneswar		
13)	At least two currently valid contracts for similar work		
14)	Declaration by the Tenderer: “This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.”		

Encls: 1. DD/Pay Order No.....

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Date: Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non-submission of any of the information above may render the bid to be rejected.

Annexure-III

AGREEMENT

(To be signed on non-judicial stamp paper of Rs. 100/-)

THIS AGREEMENT IS MADE ON___between the Bureau of Indian Standards, 6th Floor, Gruha Nirman Bhawan, Sachivalaya Marg, **Bhubaneswar-751001**. (Hereinafter called the Bureau of the onepart) and____(hereinafter called the Contractor of the other part)

WHEREAS the Bureau is desirous of entrusting the Accounting Job Work, at its Branch Office, Bhubaneswar, the CA firm has offered to render the same at the said premises. NOW THEREFORE, IT IS AGREED AS FOLLOWS:

2. This agreement is valid for the period commencing from_____to_____both days inclusive.

3. The CA firm shall relieve the Bureau of the first part of all worries about the up keep and performance of Accounting Job Work to the satisfaction of Bureau of the FIRSTPART.

4 The Chartered Accountant firm shall render to the services to Bureau of Indian Standards, Bhubaneswar, for its smooth running as may be required from time to time. Detailed description for taking services is as follows:

- a) Filing of TDS return and dealing with all the TDS related matters with IT Department
- b) Filing of GST return and dealing with all the Service Tax related matters with Service Tax Dept.
- c) Filing of Professional Tax return and dealing with all the Professional Tax related matters with the concerned Department of Government of Odisha.
- d) Preparation of GST Input on monthly basis
- e) Checking the reconciliation for all Bank Accounts.
- f) Providing assistance in preparation and payment related to GST, Professional Tax and TDS to the Accounts Department and to **ensure that no penalty is levied by the Tax Departments for any delay in filing of any statutory return or**

making payment thereof or due to any other reason. In case of default, the contracting firm shall be solely responsible for the same and necessary recovery shall be effected from their pending bills/Security Deposit.

- g)** Reminders to be generated by 3rd of every month for unadjusted dues of employees like TA Advance, Adjustable Advance, Accounts Recoverable, LTC Advance, Medical Advance, etc. To generate statements of all Advances.
- h)** To prepare MCR (Monthly Control Report)
- i)** Reconciliation of TDS payable with TDS paid by BIS, Bhubaneswar on monthly basis.
- j)** Advance adjustment.
- k)** Attending all queries/Audit objections etc. and providing information/data pertaining to, but not limited to, GST/Professional Tax/TDS and other accounting work etc. as and when raised/desired by GST Dept./CAG/Internal Auditor/Sales Tax Dept of Govt. of Odisha etc. including the data/information pertaining to earlier period not covered under contract. This work also includes attending personal hearing/visiting on behalf of BIS pertaining to any issue mentioned in Annexure I due to any reason, to the Tax Departments/Appellate Tribunals or any other agency.
- l)** Preparation of Budget Register and Expenditure Control Register.
- m)** Preparation and finalization of accounts at Regional level except balance sheet.
- n)** TDS related assessment both in the cases of receivable and payable, If any.
- o)** Issue of TDS Certificate on behalf of BIS on quarterly basis to the parties.
- p)** Checking of Trial Balance, All Ledgers, Realization Day Book, and Bank Book on monthly basis.
- q)** Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account etc.
- r)** Making entries of both income and expenditure in the TALLY accounting software. Preparation of Payment Vouchers and related work.
- s)** Preparation of Accounts up to Trial Balance stage every monthly and Receipts & Payments Accounts at year-end. with all necessary reconciliations and control of accounts and schedules thereof necessary for finalization of Accounts and preparation of Income & Expenditure Accounts & Balance Sheet by the BIS, HQ, New Delhi;

calculation and providing of depreciation in conformity with the accounting policies adopted by BIS. Reconciliation with Head Quarters Accounts and internal offices accounts. Reconciliation of fixed assets and current assets accounts.

- t) To provide necessary guidance on GST Rules and for availing of credit rules. Reconcile the GST deducted and collected from the parties and deposition of the same and filing requisite returns within prescribed time limit.
- v) Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
- w) The CA firm shall be responsible for the work allotted to him/her, from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ receipt & payment account/ balance sheet with all supporting schedules). The firm shall sign each and every page of the contract document. The firm shall also have to sign the final deliverables of the work assigned to it in the form of various returns and reports etc. and hand over to the Accounts Department.
- x) Any charges levied by the Tax Authorities such as return uploading fees etc. which cannot be termed as “Service to BIS” shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment. **It may be noted that except, as provided in this clause, no other charges shall be paid by BIS from those quoted in the financial bid duly accepted and approved by BIS, Bhubaneswar.**
- y) Recovery of taxes, if any from time to time. To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Heads of RO/BO thereon.
- z) The CA firm shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:
 1. Manual ledger for EMD, SD, Advances, TA/LTC advance, Bill Register etc.
 2. Settlement of old issues/ advances etc.
 3. Reconciliation on monthly basis with HQ A/c, Inter Office A/c.
 4. Other works allotted as per requirement.
 5. Finalization of Accounts at Regional level with preparation of all schedules as related with Trial Balance.
 6. InterOfficeAccountsReconciliationwiththebranches/subbranches/NITS/Hqrs.
 7. Generation of receipt on day to day transaction in Tally software.

a) Any other account related matter and anything considered necessary towards above.

b) The time-limits for the above work shall be as follows:

1. Bank reconciliation of all accounts before 3rd of every month.
2. To check GST calculation and deposition before due date of every month.
3. To check appropriateness of TDS deduction and deposition of TDS up to 6th of every month.
4. Preparation of Account MCR before 5th of Every Month.
5. To prepare Trial Balance, MCR, Bank reconciliation along with schedules before 7th of every month.
6. To file periodic returns of TDS and GST before due date
7. To file return of professional tax within due date.
8. Any other accounts related work for which time-limit is prescribed.

5 The agency shall be solely responsible for compliance to provisions of various Labor, industrial and any other laws applicable and all statutory obligations relating to personnel deployed in BIS, Bhubaneswar. The BHBO shall have no liability in this regard. Also no liability in case of death of person deputed by CA firm within or outside the BIS premises.

6 The agency shall be solely responsible for any accident/ medical/ health related liability/ compensation for the personnel deployed by it at BIS, Bhubaneswar. The BHBO shall have no liability in this regard.

7 Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

8 The contract can be terminated by giving two month notice on either side.

9 In case of non-compliance with the contract, the Bureau reserves its right to:

- a. Cancel/Revoke the contract, and/or
- b. Impose penalty up to 10% of the total annual value of contract in addition to the forfeiture of the Security Deposit.

10. The person deputed by the firm shall not claim to become the employees of BIS, Bhubaneswar and there will be no employee and employer relationship between the person engaged by the CA firm for deployment in BIS, Bhubaneswar.

11. There shall be no increase in rates payable to the Agency during the contract period.

12. The firm also agrees to comply with Annexed terms and conditions and amendments thereto from time to time.

13 Decision of BIS in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the firm.

14. In case of any dispute between the Agency and BIS, BHBO, BIS, BHBO shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Bhubaneswar.

15. The firm shall ensure that no loss or damage to any property of Bureau's due to lapse on the part of the personnel deployed by the firm in discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

16. For the above services the Bureau agrees to pay to the CA Firm, a consolidated annual remuneration of

Rs..... (Rupees.....) for

which the bills to be submitted by the CA firm, in duplicate, on monthly/quarterly basis. The said amount of Rs.....to be paid to the CA firm includes all expenses of the CA Firm towards emoluments of the accounting personnel, their personal requirements and conveyance, transport charges, etc, and periodic inspections by the officers of the contractor, other liabilities under the various legislations and any other incidental charges.

17 Applicable taxes shall be deducted from the payment of bill unless exempted.

18. The CA Firm shall be fully responsible for the compliance of applicable Chartered Accountant Laws in force and other Govt. Orders.

18. The CA firm shall at all times indemnify and keep indemnified the Bureau against any claim on account of disability/ death of any of its personnel caused while providing the services within/ outside its premises or other premises of the Bureau which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any working or other personnel of the CA firm or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the CA firm or not, who provided or provides the services.

19. In the event of any disputes the decision of the Head, BHBO shall be final and binding.

20. In case of any dispute arising out of this business or interpretation of any clause of the agreement, the Court of Bhubaneswar alone shall have the jurisdiction to try and decide.

21. The Tender document as a whole shall also be part of this agreement.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Bhubaneswar in the presence of the witness.

BO, Bureau of Indian Standards

Witness:

- 1.
- 2.

AGENCY

Witness:

- 1.
- 2.

Annexure to Agreement

TERMS AND CONDITIONS OF CONTRACT FOR “Hiring of services of CA Firm”

(Annexure to Agreement)

A. SCOPE OF WORK: “Hiring of services of CA Firm” ON CONTRACT BASIS at 6th Floor, Gruha Nirman Bhawan, Sachivalaya Marg, **Bhubaneswar-751001**. By deploying required number of contract personnel.

B. TERMS & CONDITIONS:

1. The period of Contract shall be for three years from the date of signing this Contract. However, the contract will be reviewed yearly and extended every year subject to satisfactory performance of the contractor and on the mutual consent of both the parties. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.

2. The Contracting Agency shall render the services as mentioned in the scope of work in annexure –I of the tender document to BIS, Bhubaneswar.

3. The working hours will be asunder:

From 9:00 AM to 5:30 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days. They may also be called on Saturdays/Sundays/Gazettes holidays as and when required for which extra payment per person per day basis will be given.

4. The personnel deployed shall be healthy, active. Nobody shall have any communicable diseases.

5. The CA firm shall bear all expenses regarding preparation of Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations. Payment to the firm shall be made on monthly/quarterly basis on submission of bill by the firm and on rendering satisfactory service by the firm.

6. Replacement of person as required by the Bureau will be effected promptly by the CA firm; if the firm wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job. Firm should not make too frequent changes in the CA.

7. In case of any loss that might be caused to the Bureau due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

8. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm.

9. That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the BIS, Bhubaneswar at least once a month to get a feedback on the services rendered by the Contractor vis-a-vis corrective action required to make the services more efficient.

10. In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.

11. The successful bidder will have to deposit an amount of 10% of Annual contract value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favors of BIS and no interest shall be payable on the Security Deposit amount. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. The contractor will have to provide necessary guidance in audit matter including visit to this office/GST Dept./AG office etc.

12. The person deployed by the CA firm shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Bureau shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract. Penalty up to 5% may also be imposed, if there are frequent changes of employees deployed at this office by the contractor.

13. The CA firm shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau. In the event, Bureau makes any payment or incurs any liability; the contractor shall indemnify the Bureau completely.

14. In case of any dispute arising out of this agreement then Head, BIS, Bhubaneswar shall

nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.

15. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Bhubaneswar Court will have the jurisdiction to settle and decide all the disputes.

16. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

17. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

18. The CA firm will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.

19. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

20. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the BHBO, BIS will be considered applicable at the time of any dispute/following any statutory rules and the decision of BHBO, BIS shall be final in this regard.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the agreement between BIS, Bhubaneswar and the outsourced Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Annexure-IV

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 enrol 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 II or 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 EoI Documents

- There are various search options built in the CPP Portal, to facilitate bidders to search active EoI by several parameters. These parameters could include EoI ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for EoI, 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 aEoI published on the CPP Portal.
- Once the bidders have selected the EoI they are interested in, they may download the required documents/EoI schedules. These EoI can be moved to the respective ‘My EoI’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the EoI document.
- The bidder should make a note of the unique EoI ID assigned to each EoI, 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 EoI document before submitting their bids.
- Please go through the EoI advertisement and the EoI 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 EoI 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 EoI document.
- Bidder has to select the payment option as “offline” to pay the EoI fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the EoI document. The original should be posted/ couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the EoI documents. 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 EoI 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 and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 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 EoI documents become readable only after the EoI opening by the authorized bid openers.
- The uploaded EoI documents become readable only after the EoI 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 EOI document and the terms and conditions contained therein should be addressed to the EoI Inviting Authority for EoI or the relevant contact person indicated in the EoI.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

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(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by 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 its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)