

# भारतीय मानक ब्यूरो BUREAU OF INDIAN STANDARDS Tender Document for Contract for hiring of Accounting Services (Tender No. : SRO/Admn/OAC/2021)

#### INVITED BY BUREAU OF INDIAN STANDARDS (BIS)

#### **DDAF**, Southern Regional Office

C.I.T. Campus, IV Cross Road, Taramani, Chennai- 600 113 Email : <u>adminsro@bis.gov.in</u> Phone : 044- 22542519, 22541584, 22541216, 22542315, 22541984

#### NOTICE INVITING TENDER

- 1. Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Chennai-600 113 invites online tenders under two bid system from eligible firms/companies for providing "Accounting Services Contract" for its office located at the above mentioned address".
- 2. Tender documents can be downloaded from BIS web site <u>http://bis.gov.in</u> (for reference only) and Central Public Procurement Portal (CPPP) site <u>http://eprocure.gov.in/eprocure/app</u>

IMPORTANT I	DATE
Bid Document Download / Sale Start Date & Time	21 Sep 2021 1400hrs
Bid Submission Start Date & Time	21 Sep 2021 1400hrs
Bid Submission End Date & Time	12 Oct 2021 1500hrs
Bid Opening Date & Time	12 Oct 2021 1530hrs

- 3. Validity of Bids: 90 days from the date of opening of bid.
- 4. The bid shall be submitted offline in the manner indicated in the tender document on or before bid submission end date.
- 5. The Bureau reserves the right to reject any or all the bids without assigning any reason.

Deputy Director (Admin & Finance) Bureau of Indian Standards Southern Regional Office, Chennai

### **TERMS & CONDITIONS**

- 1. Tender document can be obtained from Administration department of Bureau of Indian Standards, Southern Regional Office. <u>The tender document may also be downloaded</u> <u>from our web site www.bis.gov.in.</u>
- 2. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope super-scribing "**Tender for Providing Accounting Services**". This third envelope should be sealed and addressed to the Deputy Director (Administration & Finance), Bureau of Indian Standards, and should be sent to Administration department only through Registered post / Speed post on before or before the stipulated time. Sending the Bid document through any other mode shall not be accepted. Bid document without sealed condition shall not be opened.
- 3. Both the Technical Bid & Financial Bid shall be Signed & Sealed. else, it will not be considered.
- 4. Bid received after the said date and time will not be considered. Hence, such bid shall be returned unopened to the bidder.
- 5. Any change that will be made in the tender document by competent authority after issue of tender will be intimated in the form of corrigendum for incorporating the same in the tender document.
- 6. No alteration and addition anywhere in the tender document are permitted. If any of these are found, the tender document will be summarily rejected
- 7. The tender will be valid for a period of 90 days from the date of opening of tender.
- 8. In the event that the specified date for the submission of bid is declared a holiday, then the bid will be upto on the next working day and bid will be opened on same date & time.
- 9. Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Bureau during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest money deposit by it shall stand forfeited.
- 10. 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.
- 11. The bidder or authorized person of the bidder is allowed to take part in the opening of bid and for the same they should submit the identification card or authorization letter.
- 12. Bidder may visit our office between 10.00 AM to 5.00 PM on any working day except Saturday, Sunday and public holiday to get clarification on providing Accounting Services.
- 13. Tender Notice and the General terms & Conditions shall form the part of the Contract.
- 14. The Bureau reserves the right to suitably increase/reduce the scope of the work put to this Bid.

- 15. The bidder shall quote the financial bid in the specified page only (Annexure-VII).
- 16. The successful bidder shall pay the **Performance Security amount of 3% of the total** value of the contract on or before 10 days from the date of receipt of the "Work Order".
- 17. The successful bidder shall commence the work on or **before ten days from the day of receipt of the "Work Order",** else the Performance Security amount of the successful bidder shall be forfeited and the work order will be placed to the next successful bidder.
- 18. The Technical Bid will be opened on the said date and time at our office.
- 19. Initially, the Contract shall be valid for a period of one year which can be extended for further period of one year, subject to satisfactory performance of the contract services and mutual consent between Bureau and contractors; with the same terms & condition and rate of the contract.
- 20. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist the examination, evaluation, comparison and qualification of the bidders, the Bureau may, seek clarification from the bidder. If the reply is not received within the stipulated time, the Technical Bid will not be considered.
- 21. Only the agencies qualifies the technical bid shall be invited for financial bid opening and the rest of the agency will be informed about their disqualification.
- 22. Remittance of Performance Security :

i)	Name	:	Bureau of Indian Standards
ii)	Account No	:	3063667866
iii)	IFSC CODE	:	CBIN0281293
iv)	Bank Name and place	:	Central Bank of India, Adyar
	-		Chennai – 600 020

### MINIMUM ELIGIBILITY CRITERIA

1. (a) Chartered Accountant firm should have registered with the ICAI under the provisions of Chartered Accountant Act

(Or)

- (b) A Cost Accountant firm registered with ICWAI.
- 2. The firm should have at-least three years experience in providing accounting service to the Government Departments / Public Sector Undertakings (Central or State). Copy of relevant documents need to be attached.
- 3. Copy of PAN registration form should be enclosed.
- 4. Income Tax Return of the company/firm for the **past three financial years** should be enclosed (**Financial Year 2018-19, 2019-20 & 2020-21**).
- 5. The firm should have registered with GST and should submit the **GSTIN** or should submit the **Provisional ID** for providing the services.
- 6. Goods & Service Tax Return of the Company/firm for the **past three financial years** should be enclosed. (Financial Year 2018-19, 2019-20 & 2020-21).

### **TECHNICAL BID DOCUMENT**

### **Documents to be submitted for Technical Bid Evaluation:**

Sl. No.	Particulars	Please specify or Attach Documents wherever required.
1	Name of the Bidder / Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail id.	
2	The firm should be registered with the ICAI or ICWAI to provide the professional services	Copies should be enclosed
3	At-least three years Experience in providing accounting service to the Government Departments / Public Sector Undertakings (Central or State) / Pvt (Ltd) Company	Copies should be enclosed
4	PAN registration form.	Copies should be enclosed
5	Income Tax Return of the firm for the past three <b>financial years</b> should be enclosed. (2018-19, 2019-20 & 2020-21)	Copies should be enclosed
6	Goods & Service Tax Return of the firm for the past three <b>financial years</b> should be enclosed. (2018-19, 2019-20 & 2020-21)	Copies should be enclosed
7	Copy of Provisional ID (or) GSTIN	Copies should be enclosed

Date: Place:

# (Name and Signature of Bidder with stamp of the firm)

### SCOPE OF ACCOUNTS WORK

The Accounting 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 and taking time bound appropriate action(s) as per the statutory requirements from time to time. The accounting services also include:

- 1. All transactions shall be kept-in tally 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. 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.
- 5. Trail balance should be generated on or before 15<sup>th</sup> of every month alongwith Schedules of all Current Assets and Current Liabilities duly reconciled. Income and expenditure statement for every month to be prepared.
- 6. Finalization of Trial balance for every month and for the year ending 31<sup>st</sup> March alongwith all schedules as given in the circular of Annual Closing of Accounts issued by Accounts Department HQ.
- 7. Preparation Receipts & Payment Account for every month and for the year ending 31<sup>st</sup> March in the format given in the Circular on Annual Closing of Accounts issued by HQ and preparation of Budget Estimate and Revised Budget Estimate.
- 8. Preparation of TDS statement and assist the branch for timely payment of TDS. 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.
- 9. Preparation of GST and assist the branch for timely payment of GST after taking into account the available input tax credit. Timely filing of GSTR 1, GSTR 3B, GSTR 7 and GSTR 9. Calculation of monthly tax payable (GST) under GSTR3B & GSTR 7. Reconciliation of GSTR 2A and books of Accounts to be done regularly. All the supporting documents in soft copy has to be provided for GST connected work. Relevant sales invoices to be raised every month.
- 10. Preparation of Professional Tax statement of the employee every month in accordance with the Tamil Nadu State notification from time to time and assist the branch for timely payment of professional tax and filing of returns if required.
- 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, Professional Tax and Income Tax etc.
- 13. Providing opinion on the matters relating to GST, Professional Tax, Income Tax as per Government notification from time to time.
- 14. Any other work assigned relating to accounts / statutory requirements etc.
- 15. A dedicated, B.Com/M.Com/CA graduate with well versed in Tally Software shall be deployed on all working days in the month. A senior professional member of the firm shall also visit the branch every month to ensure that the work is being done as per norms/statutory requirements.

Name and Signature of Tenderer With Stamp of the firm

Date : Time :

#### **GENERAL CONDITIONS OF CONTRACT**

- 1. **Annexure** referred to in these conditions shall means the relevant annexure appended to the Tender Document and the Contract.
- 2. **Bureau** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 3. **Bid** means the Contractor's priced offer to the Bureau for providing Accounting Services Contract.
- 4. **Commencement Date** means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- 5. **Competent Authority** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- 6. **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.
- 7. **Contract Amount** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- 8. **Contractor** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- 9. **Deputy Director General** shall mean the Deputy Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- 10. Government shall mean the Central Government.
- 11. Letter of Acceptance means the formal acceptance letter given by the Contractor.
- 12. **Services** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract.
- 13. **Tender** means formal invitation by the Bureau to the prospective bidders to offer rates for Accounting Outsourcing Contract for BIS, SRO Campus, Chennai.
- 14. **Parties to the Contract**: The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.
- 15. 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.

- 16. **Performance Security**: To ensure due performance of the contract, an interest-free deposit, as defined in **Annexure** –**I** shall be deposited by the contractor in the form of either Demand Draft in favour of "Bureau of Indian Standards" payable at "Chennai" or by NEFT.
- 17. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. The Performance Security shall be returned to the Contractor by the Bureau after sixty days of completion. However, if any outstanding dues, recovery on the part of Contractor, the same shall be adjusted with Performance Security and the balance will be refunded. In case of breach of Contract, the Performance Security will be forfeited.
- 18. **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 Contractor 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 Bureau's Offer letter (Work order)
- 19. Validity of the Contract: The Contract shall be valid for a period of one year from the date of award of Contract which can be extended for further period of two years with the same rates and Terms & Conditions subject to mutual consent between the Bureau and the Contractor and satisfactory performance by the contractor during the contract period.
- **20. Scope of work**: The contractor shall provide Accounting Services as per the Scope of work given in **Annexure IV**.
- 21. **Payment Terms**: The payment of bills of the contract will be made only through NEFT and for the same bank details shall be provided for making payment. The payment will be made after deduction of applicable taxes in accordance to Income Tax Act, 1961 as per the Government notification from time to time.
- 22. **Suspension of Contract**: The Bureau shall be at liberty at any time to temporarily suspend this Contract on giving 24 hours notice in writing to the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.
- 23. **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 Contractor may suffer by reason of such termination, by giving the

Contractor one month 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.

- 24. **Contractor's right to terminate**: If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 30 days. If the Contractor terminates the agreement without prior notice of 30 days, then the entire security deposit will be forfeited.
- 25. Deployed person shall be a B. Com /M.Com Graduate / CA complete and also well conversant with tally software, GST and MS Office in performing the accounting work. Copy of the qualification and experience certificate of the deployed person shall be enclosed.
- 26. The contractor shall attend office on all working days and deploy qualified and experienced personnel in performing the job as per the Bureau requirements and shall complete the assigned task within the stipulated time as and when required.
- 27. The deployed persons shall maintain decent behavior and shall strictly adhere the general principle of code of conduct in the office.
- 28. The Bureau shall remove any of the deployed person from the assigned job, if it is found that the assigned work are not being carried-out as per standards or not adhering the code of conduct.
- 29. The contractor is sole responsible for disbursement of wages to the deployed personnel and also liable for any benefits in respect of EPF, ESI and other statutory compliance of Government Ordinance from time to time.
- 30. The contractor is sole responsible for any of the compensation to the deployed personnel and also liable for other statutory compliance of Government Ordinance from time to time in respect of any injury / accident that causes in office premise
- 31. Force Majeure Clause: If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final.
- 32. **Corrupt or Fraudulent Practices**: The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- 33. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- 34. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a 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.
- 35. 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.
- 36. **Confidentiality:** The Contractor shall not divulge or disclose proprietary knowledge obtained while providing Accounting Outsourcing Services under this Contract to any person, without the prior written consent of the Bureau.
- 37. **Publicity:** Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.
- 38. **Disputes & Arbitration:** The Bureau and the Contractor 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 BIS SRO. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.
- 39. **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).
- 40. 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.
- 41. Governing language: Governing language for the entire contract and communication thereof shall be English.
- 42. Law: The contract shall be governed and interpreted under Indian Laws.
- 43. **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 Chennai only.
- 44. **Stamp duty:** The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

#### AGREEMENT

THIS AGREEMENT made on this day of 2021 between (Name and Address of the Contractor) (hereinafter referred to as the M/s 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 Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai 600 113 (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 Statutory body functioning under the Ministry of Consumer Affairs and Food & Public Distribution, Government of India. The Bureau intends to Provide Accounting Services and therefore, invited bids through Open or Advertised / Limited / Single 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 (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/Company	Seal of the Bureau
Witness:	Witness:
(Signature)	(Signature)
Name of Witness	Name of Witness
Address	Address
Witness: (Signature) Name of Witness	Witness: (Signature) Name of Witness

# FINANCIAL BID DOCUMENT

1. The agency willing to provide Accounting Services shall give their bid value as follows.

Sl. No.	Bid Value for providing Accounting Services per month Excluding applicable Taxes
1	Amount in figures: Rs.
	Amount in words: Rs.

Note: Financial Bid Document (Annexure-VII) without Signature of the Bidder and Stamp of the firm will be rejected.

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 in Tender Document.

Date:

Place:

(Name and Signature of Bidder with Stamp of the firm)