



**BUREAU OF INDIAN STANDARDS**  
**PEENYA INDUSTRIAL AREA, 1<sup>ST</sup> STAGE TUMKUR ROAD,**  
**BANGALORE-560058**

**E-Tender Document for**

**Providing Accounting Services at**  
**BIS BANGALORE BRANCH OFFICE**  
**BANGALORE, KARNATAKA**

(Available for download free of cost from [www.bis.gov.in](http://www.bis.gov.in)  
and <https://eprocure.gov.in/eprocure/app>)

**Tender Reference Number : BNBO/ACCTS/1:1/2021-22**

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**BUREAU OF INDIAN STANDARDS**  
**(Bangalore Branch Office)**  
**Section 1: NOTICE INVITING TENDERS (NIT)**

1. Bureau of Indian Standards invites online bids, *under two bid system*(*Technical bid and Financial bid*) from eligible Chartered Accountant/Cost Accountant firms having office within the **Karnataka** for providing “Accounting Services” . **Bids submitted by any other mode (fax/post/email etc.) shall not be accepted.**
2. **Tender documents can be downloaded from BIS web site <http://bis.gov.in> (for reference only) and Central Public Procurement Portal (CPPP) site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.**

**CRITICAL DATE SHEET**

|  |                             |
|--|-----------------------------|
| <b>Published Date</b>                          | <b>01 11 2021 (16:00 h)</b> |
| <b>Bid Document Download / Sale Start Date</b> | <b>02 11 2021 (09:00 h)</b> |
| <b>Seek clarification start date</b>           | <b>08 11 2021 (11:00 h)</b> |
| <b>Seek clarification end date</b>             | <b>10 11 2021 (1700 h)</b>  |
| <b>Bid Submission Start Date</b>               | <b>02 11 2021 (09:00 h)</b> |
| <b>Bid Submission End Date</b>                 | <b>16 11 2021 (14:00 h)</b> |
| <b>Bid Opening Date</b>                        | <b>17 11 2021 (15:30 h)</b> |

3. **Earnest Money Deposit: Rs. 5,000/- (Rupees Five Thousand only)**
4. **Validity of Bids: - 90 days from the opening date of the Technical bid.**
5. **Performance Security deposit as per acceptance letter**
6. **The bid can be submitted online in the manner indicated in the tender document on or before bid submission end date.**
7. **The Bureau reserves the right to reject any or all the bids without assigning any reason and select any firm rates will quote low or high rates.**

**HEAD BNBO**

# TENDER DOCUMENT

## **Section 2: 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 eligible Chartered Accountant/Cost Accountant firms having office in city/NCR Area for providing "Accounting Services" .

### **2. Issue of Tender Document:**

**2.1** The Tender document will be available during the period indicated in the Critical Datasheet.

**2.2** Tender documents can be downloaded from the BIS web site <http://bis.gov.in> (for reference only) and the CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the **CRITICAL DATE SHEET**.

**2.3** Intending tenders are advised to visit the BIS website and the CPPP website again at least 3 days prior to the last date of submission of tender for any corrigendum / addendum/ amendment.

**2.4** 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 be in English/Hindi language.

### **4. Clarification on Tender Document**

**4.1** *The firm interested for participation in tender may attend the office between 9.00 AM to 5.00 PM on 02 11 2021 to 16 11 2021 working days to have any clarification on the matters and quantum of work.*

**4.2** *No alterations and additions anywhere in the Bid Document are permitted. If any of these is found, the Bid may be summarily rejected. In case of any doubt, the Bidder can seek clarification online through the CPPP portal between specified clarification date & time.*

## 5. **Validity of Bids:**

The Bids will be valid for a period Indicated in **notice inviting tender** from the date of its opening.

## 6. **Earnest Money/ Bid Security:**

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **notice inviting tender**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited through Demand Draft/Pay Order only in favour of Bureau of Indian Standards.

6.2 Scanned copy of DD to be uploaded online at the time of online submission of tender documents and original DD shall be submitted to **Bureau of Indian Standards, Peenya Industrial Area, 1<sup>st</sup> stage Tumkur road, Bangalore-560058 (Karnataka)** at least one day before the date of opening of technical bid as mentioned in Critical Date sheet.

6.3 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.4 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 deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for providing "Accounting Services" during the next twenty-four (24) months effective from the date of such revocation.

6.5 Performance security 10% of bid shall be deposited by the successful bidder, if the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, then Earnest Money Deposited by firm will be forfeited.

6.6 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

## 7. **Eligible Bidders**

Only those Bidders, who fulfill the eligibility criteria as mentioned in the Technical Bid documents, shall be considered for providing "Accounting 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 work documents (**Annexure 1**) 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 BOQ, 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.

**8.3 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 and EMD would be forfeited. Also, the bidder may be banned from doing business with BIS.

## 9. Manner of Submission of Bid

- 9.1 Bids shall be submitted online only at CPPP website.
- 9.2 Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement. A set of instructions for online bid submission is also given in **Annexure 6** for reference.
- 9.3 Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.
- 9.4 Bidder who has downloaded the tender from the BIS website and the Central Public Procurement Portal (CPPP) website shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with BIS.

## 10. Last Date for Submission

Bids shall be received as per schedule specified in **Section 1 (Notice for Inviting Tender)** not later than the time and date specified in the **Critical Date Sheet**. System will not allow the bidders to submit the bid after the specified date and time.

## 11. *Modification and Withdrawal of Offer*

Bidder can modify the bid online before bid submission date and time. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

## 12. Contents of Bid Document

The tender shall be submitted online in two parts, viz., **Technical bid and Price bid**. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

**12.1 Technical Bid:** The following documents are to be furnished by the Contractor for **Technical Bid**

- a) EMD AMOUNT- Rs 5000/- (DD shall be payable in name of Bureau of Indian Standards, Bangalore)  
(Scan copy of Bank Draft shall be uploaded in tender Documents. Original DD shall be physically submitted to the Bureau of Indian Standards, Bangalore Branch Office at least one day before the due date of opening of tender documents (technical bid) as per date mentioned in critical date sheet failing which, bid shall not be considered for technical bid.)
- b) Scanned Copy of 'details to be furnished by the bidders' form. (As per Annexure-A)
- a) Scanned Copy of 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.
- b) Scanned Copy of details of the similar type of services provided by the bidder to one Government/PSU organization during last 3 years.(As per Annexure B)
- c) Scanned copies of the Satisfactory Work Completion Certificate, At-least three years experience each in providing accounting service to the Government Departments / Public Sector Undertakings(Central or State)/Pvt. Ltd. Firm during last 3 years.

- d) Scanned Copy of Pan card, GSTN allotment, Income Tax Return and Service tax return of the firm for the last three financial year.(As per Annexure-A).
- e) Signed and scanned copy of Tender Acceptance Letter (As per Annexure given in tender documents).

### In **12.2 PRICE BID**

The following are to be furnished by the Contractor as the **Financial Bid** as per the tender document:

- A) Price bid in the form of BOQ(As per Annexure-3)

### **13. Other Important Points to be noted by the Bidder**

The Bidder shall submit the Bid which satisfies each and every condition laid down in **Annexure-2**, 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 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**

Bids will be opened as per date/time as mentioned in the **Critical Date Sheet**. Bidders or authorized person of bidder having authority letter can participate in the bid opening process online at the scheduled time by logging in to the CPPP portal. After online opening of Technical-Bid, the results of qualification in technical bids as well as date and time of opening of price bids will be intimated later.

## **16. Short-listing 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 which will be intimated later.*

## **17. Opening of Financial Bids**

*The Bureau shall open Financial Bid, on notified date, and the rates quoted by the bidder in BOQ shall then be read out. The work will be awarded to the L-1 bidder. In case, L-1 bidder shall refuse or fail to take over the work or Bureau will have reserved the right to award tender to any firm who quoted low or high rates.*

## **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 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 **notice inviting tender**, 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 '**Bangalore**' or a Bank Guarantee as per format indicated in **Annexure A**.

## **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.
- 23.4** **In case, firm will fail to do work, unsatisfactory performance, lack in performing the work or case may be, Bureau will have reserved the right to award work to L-2 or award any one or more firm without any consolation of success bidder for which deduction shall be made from bidder.**

## **24. Notice to form Part of Contract**

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

### Section- 3: TERMS AND 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 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 Services.
- xv) **'Annexure'** referred to in these conditions shall means 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. **Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount as given in **notice inviting tender** 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 '**Bangalore**' or Bank Guarantee as per format indicated in **Annexure-A**.

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 Terms and 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 Rs. 10,000/- (Ten Thousand only).

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., Tax will be deducted at source/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 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 15 days 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:**

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, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

**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 Annexure 2. 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 Bangalore (Karnataka) only.

**21. Stamp duty:**

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

(e. packet 1)

### **TECHNICAL BID (REQUIREMENT)**

**12.1 Technical Bid:** The following documents are to be furnished by the Contractor as the **Technical Bid** as per the tender document:

- a) EMD AMOUNT- Rs 5000/- (DD shall be payable in name of Bureau of Indian Standards, Bangalore)  
(Scan copy of Bank Draft shall be uploaded in tender Documents. Original DD shall be physically submitted to the Bureau of Indian Standards, Ghaziabad Branch Office at least one day before the due date of opening of tender documents (technical bid) as per date mentioned in critical date sheet failing which, bid shall not be considered for technical bid.)
- b) Scanned Copy of 'details to be furnished by the bidders' form.(As per Annexure-A)
- f) Scanned Copy of 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.
- g) Scanned Copy of details of the similar type of services provided by the bidder to one Government/PSU organization during last 3 years.(As per Annexure B)
- h) Scanned copies of the Satisfactory Work Completion Certificate, At-least three years experience each in providing accounting service to the Government Departments / Public Sector Undertakings(Central or State)/Pvt. Ltd. Firm during last 3 years.
- i) Scanned Copy of Pan card, GSTN allotment, Income Tax Return and Service tax return of the firm for the last three financial year.(As per Annexure-A).
- j) Signed and scanned copy of Tender Acceptance Letter (As per Annexure given in tender documents).

In case, power of attorney holder signs the bid on behalf of the firm Scanned Copies of power of attorney shall be submitted. The power of attorney shall be signed by all partners, if firm is partnership. In case of private limited / public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in

## Annexure 1: SCOPE OF ACCOUNTING WORK

(Read carefully and upload signed copy - without signature not to be considered)

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, taking time bound appropriate action(s) as per the statutory requirements from time to time. In particular, the accounting 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 MCR, all schedules attached to the Trial balance and 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. Trial Balance should be generated on or before 15<sup>th</sup> of every month along with Annexures of all Current Assets and Current Liabilities duly reconciled and its related work.
6. Finalization of Trial Balance for the year ending 31<sup>st</sup> March along with all Annexure as given in the circular on Annual Closing of Accounts issued by Accounts Department-HQ.
7. Preparation of Receipt & Payment Account for the year ending 31<sup>st</sup> March in the format given in the Circular on Annual Closing of Accounts issued by HQ.
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 break-up wise Good and Service Tax and TDS statement and assist the branch for **(Bangalore Branch office and Hubli Branch office)** timely

payment of all types of tax as such GST/TDS if any shall be added by Government after taking into account the available RCM/Cenvat Credit. The Taxes returns shall also be filed within the stipulated date.

10. Preparation of Professional Tax statement of the employee every month in accordance to the **Karnataka (State)** from time to time and assist the branch for **(both Bangalore Branch office and Hubli Branch office)** timely payment of professional tax and filing of returns.
11. Preparation of E-invoicing on day to day basis as per new system in GST
12. Preparation of statement, payment, filing of return etc. of any other taxes levied by Govt. from time to time
13. Assisting in furnishing the reply to all queries of internal Audit, AG audit, Service Tax, Sale Tax, Professional Tax, Income-tax, any other queries if received etc.
14. Providing opinion on the matters relating to GST, Professional Tax, and Income-tax as per Government notification from time to time.
15. Any other work assigned relating to accounts/statutory requirements and other work not included in the document etc.
16. The person deputed for doing the accounting work shall attend BIS office atleast 21 days in a month. A record for the same will be maintained by the Branch Office. A senior professional member of the firm shall also visit the branch every month to ensure and verified that the work is being done as per norms/statutory requirements. Firm shall also apply rules and regulation which shall be implemented on the accounts and finance work.

Name and Signature of Tenderer  
With stamp of the firm

Date:  
Place:

**Annexure 2**  
**MINIMUM ELIGIBILITY CRITERIA**  
**TECHNICAL BID FOR ACCOUNT WORK**

|           |   |                    |
|-----------|---|--------------------|
| <b>1.</b> | Name of the Agency  | REMARKS            |
| <b>2</b>  | Address (with complete contact details)   |                    |
| <b>3.</b> | Name & Address of the Proprietor/ Partners / Directors (with Mobile numbers) or other responsible/ concerned Contact person(s)                |                    |
| <b>4.</b> | Experience (No. of Years) in providing accounts work  |                    |
| <b>5.</b> | Performance Report: Enclose Performance Reports from at least one Govt Deptt./ PSUs/Reputed Private Organizations during the last three years | SCAN COPY REQUIRED |
| <b>6</b>  | Permanent Account Number (PAN) (attach copy)  | SCAN COPY REQUIRED |
| <b>7</b>  | GST No. (attach copy)   | SCAN COPY REQUIRED |
| <b>8.</b> | Has the bidder been blacklisted by any Govt. Dept./ PSU / Reputed Private Organization  |                    |
| <b>9</b>  | Details of legal disputes, if any   |                    |
|           | <del>Copy of the copy of the documents used with the bid may lead to rejection of the bid to</del>  |                    |
|           |   |                    |

**DECLARATION:-** I / We hereby declare that information furnished above is true and correct to the best of my / our knowledge. I / We understand that in case, any deviation is found in the above statement at any stage; I / we shall be liable for disqualification and also liable for forfeiting of EMD. I / We convey our unconditional acceptance of all the terms and conditions as mentioned in the tender document.

(Signature of Authorized Signatory with Date & stamp)

### Annexure 3: FORMAT OF FINANCIAL BID DOCUMENT

(To be submitted as BOQ file)

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

#### Schedule of price bid in the form of BOQACCOUNTS.xls

Price bid in the form of **BOQ template** BOQACCOUNTS .xls available along with this tender document on CPPP website. Bidders are advised to download this BOQACCOUNTS.xls as it is and quote their offer/rates in the relevant column and upload the same in the commercial bid. **The format of BOQ template is given below for reference only.**

| Sl. No. | Item Description  | BASIC RATE In <b>Figures</b> To be entered by the <b>Bidder</b> in <b>Rs.</b> | GST Amount in INR <b>Rs.</b> | Any Other Taxes in <b>Rs.</b> | TOTAL AMOUNT Without Taxes in <b>Rs.</b> | TOTAL AMOUNT With Taxes in <b>Rs.</b> | TOTAL AMOUNT In Words |
|---------|---|---|------------------------------|-------------------------------|--|---------------------------------------|-----------------------|
| 1       | 2   | 7   | 9                            | 11                            | 13                                       | 14                                    | 15                    |
| 1.01    | Annual Bid Value for providing Accounting Services as per work document |   |                              |                               | 0.00                                     | 0.00                                  | INR Zero Only         |

1. The rates shall be quoted in Indian Rupee only.
2. The Price Bid shall be quoted **excluding of taxes**. The taxes as applicable shall be paid by BIS.
3. In case of any discrepancy/difference in the amounts indicated in figures and words, the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

**Annexure - 4:  
CONTRACT FORM-AGREEMENT**

**(Other terms and conditions shall be added in the agreement as per tender documents)**

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, 9-Bhadurshah Zafar Marg, New Delhi-110002 (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 received Accounting 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 Section 3 (Conditions of Contract) of Tender Document":

\_\_\_\_\_

\_\_\_\_\_

(Signature of Contractor/  
Authorized Representative)

(Signature of Authorized Officer of the Bureau)

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 \_\_\_\_\_

Annexure-5

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

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**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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**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 whole tender documents with entire terms and conditions Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like

annexure(s), schedule(s), etc .), which are 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 to 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)

**Annexure-6**  
**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>.

**REGISTRATION**

- 1) 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 Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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 / eMudhra etc.), with their profile.
- 5) 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.
- 6) 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.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) 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.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender Annexures. 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.
- 3) 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.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / Annexure 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.
- 4) 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. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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, latest by the last date of bid submission or as specified in the tender 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.
- 5) 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 in the excel sheet and complete the 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.
- 6) 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.
- 7) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) 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.

#### **ASSISTANCE TO BIDDERS**

1. 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.
2. 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